



DRAFT

REQUEST FOR PROPOSALS # _____

FOR

WHITE STREET LANDFILL OPERATION SERVICES

FOR

THE CITY OF GREENSBORO, NC



ISSUED BY:
CITY OF GREENSBORO, NC
300 W. Washington Street
Greensboro, NC 27402

Issued: July __, 2011

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SECTION 1- INTRODUCTION AND BACKGROUND INFORMATION

1.1 Purpose of the RFP

The purpose of this Request for Proposal (RFP) is to solicit the interest of the private sector for providing the City of Greensboro (City) landfill operations support at the White Street Landfill. It is the City Council's responsibility to provide for the management of municipal solid waste collected from the citizens of Greensboro. In pursuing this service from the private sector, the Council must determine that the selected Contractor has the necessary qualifications, facilities, equipment, staffing and financial resources to respond without interruption. The reliability of the Contractor to provide the required services while meeting the financial and environmental goals of the Council is necessary for the health, safety and convenience of the public. In order to address these concerns, the Council is requesting proposals in a formatted and structured method to allow for the verification of those Contractors which can successfully and economically meet the City's requirements.

1.2 Scope of Services Being Solicited

The City Council will entertain proposals from the private sector to provide the equipment and staffing to operate the City's MSW unit designated Phase III and C&D unit designated Phase II at the White Street Landfill.

Operations will be in accordance with the terms and conditions as provided in Section 7 of this RFP. In summary, the services will include but not be limited to:

- Directing of incoming trucks
- Receipt of waste at the working face
- Compaction of the waste
- Hauling and placement of daily and intermediate cover
- Maintenance of landfill areas including areas that have not received final cover, seeding of slopes, erosion control, dust control, maintenance of roadways, etc.
- The City will continue to operate the scalehouse, retain control over the rates charged to customers and determine the quantity of waste to be accepted at the landfill.
- The City will be responsible for the landfill gas system, environmental monitoring and final closure.

1.3 Schedule

The City intends to adhere to the following schedule during the proposal process. This schedule may change at the City's discretion.

PRELIMINARY PROPOSAL SCHEDULE

- | | |
|--------------------------------------------------|-----------|
| ▪ Issuance of RFP | 7/11/2011 |
| ▪ Contractors Deadline to Submit Questions | 7/15/2011 |
| ▪ City Issuance of Written Response to Questions | 7/20/2011 |

35	▪ Proposal Submission Deadline	7/25/2011
36	▪ Preliminary Report to Council	8/1/2011
37	▪ Contract Negotiations Completed	8/31/2011
38	▪ City Council Approves Agreement	9/13/2011
39	▪ Contract Initiation	14 days after contract execution

40 1.4 Demographics

41 The City of Greensboro is located in Guilford County in the Piedmont Triad region of North Carolina, mid-way
42 between Washington D.C. and Atlanta. The City covers an area of approximately 132 square miles and has a
43 population of approximately 260,000; or 55 percent of the County's total population.

44 1.5 Current Solid Waste Services

45 The City provides residential and commercial collection services to the community; however, no restrictive
46 collection or disposal franchises are in place with any of the private solid waste management companies
47 operating within the municipal corporate limits or the surrounding community.

48 The City collects household refuse, white goods, and yard waste on a weekly basis from residential
49 customers. Residential recycling services and bulky materials collection (i.e., bedding, furniture, carpeting,
50 etc.) are provided on an alternating weekly schedule. Private waste management service providers
51 additionally serve within and outside the City of Greensboro's jurisdictional boundaries. The private waste
52 service providers may discharge their collected waste at either public or private disposal facilities within or
53 outside the Guilford County jurisdictional boundaries. Currently, the municipality manages its municipal solid
54 waste through a transfer station (N.C. Permit No. 4120T). The transfer station is owned and operated by City
55 forces. The City contracts for transportation and disposal services with private entities. These private contracts
56 will expire in 2011. Municipally collected waste is received and processed through the solid waste transfer
57 station. During fiscal year 2009-2010, approximately 123,200 tons of the total 236,900 tons of material
58 processed through the municipal solid waste transfer station was collected by municipal forces.

59 The City additionally maintains two active permits for the City-owned and operated White Street Landfill. The
60 White Street Landfill facility is comprised of approximately 1,000± acres of historical and currently utilized
61 disposal areas and open space. N.C. Permit No. 4103 governs the construction and demolition debris (C&D)
62 landfill (Phase II), and N.C. Permit No. 4112 governs the lined MSW landfill (Phase III). While the permit for
63 the MSW landfill remains active, the City has been utilizing the transfer station for out of county disposal of
64 MSW since 2006. The City's disposal facility currently accepts construction and demolition waste (per 15A
65 NCAC 13B.0542), and waste from the City wastewater treatment operations. During fiscal year 2009-2010,
66 approximately 46,900 tons of construction and demolition waste was disposed in the Phase II landfill unit, and
67 6,900 tons of wastewater refuse (primarily sludge) was disposed in the Phase III landfill unit.

68 1.6 Solid Waste Management Plan

69 The City of Greensboro, by resolution, is part of the Guilford County 10-year Comprehensive Solid Waste
70 Management (SWM) Plan. The most recent three year update, as required under General Statue 130A-309.09
71 A (b), was adopted by City Council April 7, 2009, and completed June 2009. The 2009 update covers the
72 planning period from July 1, 2009 through June 30, 2019. As part of the plan, the City has committed to an

73 annual landfill waste disposal goal of 1.35 tons per capita by fiscal year 2018-19. Modification of the plan will
74 occur during the 2012 update process and will require adoption resolution by the City Council with a submittal
75 of the revised plan to the Department of Environment and Natural Resources, Division of Waste Management.
76 The City will be responsible for any required Plan updates.

77 **1.7 Web Based Resources**

78 The City of Greensboro has compiled certain documents related to the City's waste management program and
79 facilities. These files are located at <http://www.greensboro-nc.gov/departments/environmental/> at the link titled
80 "Request for Proposals". These documents are provided for informational purposes only and are not to be
81 relied upon as a representation of complete or current records.

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SECTION 2 – TERMS AND CONDITIONS

2.1 RFP Documents

These RFP documents constitute the complete set of proposal specifications and forms. All forms and documents must be executed and submitted in sealed envelopes as provided in Section 3 of this RFP entitled Proposal Preparation Instructions. Proposals not submitted on the prescribed proposal forms shall be rejected. By submitting a proposal, the proposer agrees to be subject to all terms and conditions specified herein including but not limited to the requirements in the draft Contract Principles (refer to Section 7 of this RFP). No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the proposer.

2.2 Adjustments/Changes/Deviations to the RFP

A proposer shall not attempt to limit, restrict, or qualify its proposal. No adjustments, changes to, or deviations from this RFP will be accepted. No additional terms and conditions included with this RFP proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

2.3 Addenda

The City reserves the right to issue addenda to this RFP. It is the responsibility of each prospective proposer to verify and acknowledge that he/she has received all addenda issued before delivering their proposal to the City.

2.4 Changes in Law Affecting Proposals

In the event that any change in law occurs or any governmental restrictions are imposed which would necessitate alteration of the proposal, it shall be the responsibility of the proposer to immediately notify the City. In such cases, the City reserves the right to issue an addendum or cancel this RFP.

2.5 Interpretations and Inquires

All proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City or its agent immediately.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the City no later than 5:00 pm July 15, 2011. Written inquiries should be delivered by hand, mail or e-mail and addressed to:

Ron Goodwin
Purchasing Manager
City of Greensboro
P.O. Box 3136
Greensboro, NC 27402-3136 (if by mail)
Purchasing Department
300 West Washington Street
Greensboro, NC 27401 (if hand delivered)
E-mail: Ron.Goodwin@greensboro-nc.gov

38 No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents.
39 Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes
40 to, the RFP documents will be made in the form of a written addendum to the RFP documents and will be
41 furnished by the City to all proposers who request a copy of the RFP. Only those interpretations of, or changes
42 to, the RFP documents that are made in writing and furnished to the proposers by the City may be relied upon.

43 **2.6 Verbal Agreements**

44 No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after
45 execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any
46 such verbal agreement or conversation shall be considered as unofficial information and in no way binding
47 upon the City or the Contractor. Proposers should have no contact with elected officials or appointed officials.

48 **2.7 Qualification of Proposer**

49 The proposer must describe the company and staff qualifications as they relate to successfully operating
50 MSW and C&D landfills which receive a minimum of 100,000 tons annually. Proposer must complete the
51 qualification forms included in Section 4 of these RFP documents.

52 **2.8 No Contingent Fees**

53 The proposer warrants that it has not employed or retained any company or person, other than a bona fide
54 employee, agent, consultant or lobbyist working solely for the proposer, to solicit or secure the awarding of this
55 RFP and resulting Contract, and that it has not paid or agreed to pay any person, any fee, commission,
56 percentage, gift or other consideration contingent upon or resulting from the award of this RFP or making of
57 the Contract. The City also reserves the right to pursue any remedies or actions available to it to respond to
58 such violation.

59 **2.9 Conflict of Interest**

60 Refer to Section 7, Contract Principles.

61 **2.10 Proposer's Non-Collusion Certification**

62 Any proposer submitting a proposal to this RFP must complete and execute the Non-Collusion Affidavit of
63 Proposer form included in Section 4 of these RFP documents.

64 **2.11 No Assignment or Transfer of Proposal**

65 Proposals shall not be assigned or transferred without the express written consent of the City. A proposer who
66 is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal
67 process, prior to the execution of a Contract, is subject to having its proposal disqualified as a result of such
68 transaction. The City shall determine whether a proposal is to be disqualified in such instances.

69 If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory
70 agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or
71 any similar transaction, proposer shall immediately disclose such information to City. Failure to do so may
72 result in the proposal being disqualified, at the City's sole discretion.

73 **2.12 Multiple Proposals**

74 More than one proposal from an individual, firm, partnership, corporation, or association under the same or
75 different names will not be considered. This does not prohibit subcontractors from being on multiple proposals
76 or to also submit as a prime contractor.

77 **2.13 Legal Requirements**

78 Proposers are required to comply with all provisions of federal, state, county, and local laws, ordinances, rules
79 and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the
80 proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against
81 the legal effects thereof.

82 **2.14 Familiarity with Laws and Ordinances**

83 The submission of a proposal on the services requested herein shall be considered as a representation that
84 the proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect
85 those engaged or employed in the provision of such services, or equipment used in the provision of such
86 services, or which in any way affects the conduct of the provision of such services; and no plea of
87 misunderstanding will be considered on account of ignorance thereof. If the proposer discovers any provisions
88 in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be
89 reported to the City in writing without delay.

90 **2.15 Compliance with Occupational Safety and Health Act**

91 By submitting a proposal, proposer certifies that all material, equipment, and all other items necessary to
92 operate the facility as contained in their proposal meets all O.S.H.A. requirements. Proposer further certifies
93 that if it is the successful proposer, and if any of the materials, equipment, or other items delivered and
94 necessary to operate the facility are subsequently found to be deficient in any O.S.H.A. requirements, all costs
95 necessary to bring the deficient material, equipment, or other items, into compliance with the aforementioned
96 requirements shall be borne by the proposer.

97 **2.16 Minority and Women Business Enterprise**

98 The City notifies all proposers that in regard to any Contract entered into, small contractors, minority
99 contractors, physically handicapped contractors, and women contractors will be afforded equal opportunity to
100 respond and will not be discriminated against on the basis of race, color, sex, or national origin in
101 consideration for an award.

102 **2.17 Taxes**

103 All sales made directly to the City are taxable, and the proposer shall pay all sales, consumer, use and other
104 similar taxes required to be paid by the proposer in accordance with the laws and regulations of the state of
105 North Carolina that are applicable during the performance of the work.

106 **2.18 Privilege License**

107 All contractors working for the City shall be in compliance with the City of Greensboro Business Privilege
108 License requirements. Award of Contract will be contingent upon receipt of a copy of the license. Privilege
109 licenses are renewable each July 1 throughout the duration of the contract. For information and the cost of the
110 Business Privilege License, contact the City of Greensboro Financial Services Division.

111 **2.19 Advertising**

112 In submitting a Proposal, proposer agrees not to use the results of said submittal as a part of any advertising
113 or proposer sponsored publicity without the express written approval of the City.

114 **2.20 Contractual Agreement**

115 The City shall not be obligated to any proposer to enter into a Contract with the proposer despite the City
116 governing body prospectively awarding the Contract to a proposer. The City shall be obligated to a proposer if
117 and only if the City enters into a Contract for the services with the proposer, and further, no action will lie
118 against the City to compel City to execute any such Contract, or to recover from the City any damages, costs,
119 lost profits, expenses, etc., that any proposer may incur if the City chooses not to sign such Contract. By
120 submitting a proposal for the services, all proposers acknowledge and agree that no enforceable contractual
121 relationship arises until the City signs the Contract, that no action shall lie to require City to sign such Contract
122 at any time, and that each proposer waives all claims to damages, lost profits, costs, expenses, reasonable
123 attorneys fees, etc., as a result of the City not signing such Contract.

124 **2.21 Facilities**

125 The City reserves the right to inspect each proposer's facilities at any reasonable time, during normal working
126 hours, with one (1) hour prior notice to determine that the proposer has a bona fide place of business, and is a
127 responsible proposer.

128 **2.22 Contract Modifications**

129 The City reserves the right to make modifications to the Contract to more fully effectuate the intent of this RFP
130 and the City's Solid Waste Management program.

131 **2.23 Withdrawal or Revision of Proposal Prior to and After Opening**

132 A proposer may, without prejudice, withdraw, modify, or correct a proposal after it has been deposited with the
133 City, but only prior to the proposal closing time. Modification or corrections of proposals may be made by
134 means of facsimile or other written communications, provided such modifications or corrections are received
135 prior to the closing time set for receiving proposals. No corrections to proposals will be acceptable unless each
136 correction is signed or initialed by the proposer. If initialed, the City may require the proposer to identify any
137 corrections so initialed.

138 The withdrawal, modification or correction of a proposal after the proposal closing time shall constitute a
139 breach by the Proposer.

140 **2.24 Acceptance or Rejection of Proposals**

141 The City reserves the following rights and options:

- 142 ▪ to reject any and all proposals that fail to meet the literal and exact requirements of the specifications;
- 143 ▪ to accept the proposal which in the judgment of the City Council is the most responsible proposal;
- 144 ▪ to reject any and all non-responsive proposals;
- 145 ▪ to waive irregularities in any proposal;

- 146 ▪ enter into negotiations with any proposer, or multiple proposers, or the City's existing contractor for
- 147 services;
- 148 ▪ to reject all proposals without cause; and
- 149 ▪ to issue subsequent requests for new proposals.

150 Any or all proposals will be rejected if there is reason to believe that collusion existed among the proposers.
151 Proposals received from participants in such collusion will not be considered for the same work when and if re-
152 advertised.

153 The City may reject proposals for any reason that the City deems sufficient. Among other things, the City may
154 reject proposals:

- 155 ▪ if the proposer misstates or conceals any material fact in the Proposal;
- 156 ▪ if the proposal does not strictly conform to the law or the requirements of this RFP;
- 157 ▪ if the proposal is subject to any conditions or qualifications;
- 158 ▪ for budgetary reasons;
- 159 ▪ if a change occurs that makes this RFP unnecessary for the City; or
- 160 ▪ if the City Council decides to extend its existing contract with its current Contractor.

161 **2.25 Award of Contract by City Council**

162 The award of a Contract, if made, will be to the most advantageous, responsive proposer. No award will be
163 made until all necessary investigations have been made to determine the responsiveness and responsibility of
164 the proposer under consideration. After opening the proposals the City Manager may require the selected
165 proposer to submit a verified statement disclosing all ownership interests, whether direct, indirect, or beneficial
166 and including intermediate and ultimate ownership interests where several levels of ownership exist,
167 disclosing any single source in excess of thirty (30) percent of outstanding debt and disclosing any person or
168 entity that has guaranteed in excess of thirty (30) percent of the proposer's outstanding debt; furthermore,
169 such disclosure shall contain any information of or relating to any and all common ownership, control,
170 management, or common pecuniary benefit said proposing entity, its owners, management, or representatives
171 possess or retain in any other entity now participating, or proposing to participate, in the Contract with the City
172 of Greensboro, North Carolina. The City Council shall be the sole judge as to the responsiveness and the
173 responsibility of the proposer to satisfactorily perform the work specified within the Contract.

174 As soon as practicable after opening the proposals, the proposer recommended for award of the Contract will
175 be submitted to the City Council for award of the Contract.

176 In the event the City Council approval is not received within one hundred eighty (180) calendar days after
177 opening of the proposals, the proposer may request that it be released from the Contract obligation.

178 The foregoing action by the City or the proposer shall in no way provide any cause whatsoever for claim
179 against the City by the proposer.

180 **2.26 Examination of the Site of the Work**

181 By the submission of a proposal to do the work, the proposer certifies that a careful examination of the facility
182 site and all RFP documents has taken place, and that the proposer is fully informed concerning the
183 requirements of the RFP documents, the physical conditions to be encountered in the work, the quality, and
184 quantity of service to be performed, and of materials and equipment to be furnished. The proposer will not be
185 entitled to additional compensation upon subsequently finding that conditions require methods or equipment
186 other than that anticipated in making the proposal. Negligence or inattention of the proposer in determining
187 conditions of the Contract prior to submitting the proposal, or in any phase of the performance of the work,
188 shall be grounds for refusal by the City to agree to additional compensation for additional work caused by such
189 negligence or inattention.

190 **2.27 No Warranty for City Data**

191 The data contained in this RFP, or provided by any officer or agent of the City, are for informational purposes
192 only. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in
193 this RFP or any other document. Proposers shall make no claim against the City because of any data which
194 may prove to be in any respect erroneous. Each proposer shall have sole responsibility for determining all of
195 the relevant facts that may affect its proposal.

196 **2.28 Objections to RFP Documents**

197 By submitting a proposal, the proposer acknowledges that it has read and understands this RFP, and fully and
198 voluntarily accepts all of the terms and conditions set forth in this RFP, including the draft Contract Principles.
199 Any objections to the terms of the RFP documents must be submitted in compliance with the requirements
200 and deadlines in this RFP, or else such objections shall be deemed to have been waived.

201 **2.29 Enforcing the Contract**

202 The terms, conditions and provisions in this RFP may supplement the Contract between the City and the
203 successful proposer. The order of precedence will be the Contract, the RFP, the proposer's response and
204 general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the
205 laws of North Carolina. The venue shall be Guilford County, North Carolina.

206 **2.30 Cost of Proposal Preparation**

207 The proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in
208 response to this RFP. The City shall not be liable for any expenses incurred by the proposer when responding
209 to this RFP.

210 **2.31 Public Records**

211 Any material submitted in response to this RFP will become a "public record" and shall be subject to public
212 disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable
213 exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to
214 be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal.
215 The City reserves the right to make all final determination(s) of the applicability of North Carolina General
216 Statutes § 132-1.2, Confidential Information.

217 Proposers shall acknowledge that their responses to this inquiry will become the property of the City of
218 Greensboro and a public document(s) subject to the public disclosure requirements in accordance to North
219 Carolina statutes once the proposer's document(s) is opened and the proposer is determined to be a
220 participant in the solicitation process. In the event that a proposer determines their submission incorporates
221 confidential, technically proprietary, or financial information which it believes is exempt from such disclosures
222 or other provisions of state law, then such document containing the information shall be submitted with the
223 proposal in a separate, sealed envelope appropriately marked as CONFIDENTIAL INFORMATION – CITY
224 REVIEW ONLY. Such clearly marked information shall be considered part of the proposal and treated as
225 confidential by the City to the extent allowed by law and used for the purpose of evaluation of the proposal or
226 possible negotiation of a contract. The City will review the confidential information and notify the proposer of
227 its intent to voluntarily disclose or maintain this information. The proposer will receive written notification from
228 the City at least 30 days prior to allow the proposer to take legal action to enjoin disclosure as it deems
229 necessary in order to protect the confidentiality of the information.

230 If such information is sought as part of a public records request the proposer will be notified within two (2)
231 working days and may bring action in any court in Guilford County, North Carolina, to enjoin any such
232 disclosure.

233 **2.32 Subcontractors**

234 Proposers must identify any subcontractors that will be used to provide the services requested in this RFP.
235 Subcontractor contracts must meet the requirements of the draft Contract Principles included in Section 7 of
236 this RFP.

237 **2.33 Drug-Free Workplace**

238 Refer to Section 7, Contract Principles.

239 **2.34 Insurance**

240 Refer to Section 7, Contract Principles.

241 **2.35 Term of Contract**

242 Refer to Section 7, Contract Principles.

243 **2.36 Performance Bond**

244 A Performance Bond is required of proposers; refer to Section 7 of this RFP for details. A sample bond form is
245 provided as Qualification Form 4.

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SECTION 3 – PROPOSAL PREPARATION INSTRUCTIONS

3.1 Draft Contract Principles

Section 7 of this RFP includes draft Contract Principles for the services to be provided by Contractor submitting a proposal in response to this RFP. The draft Contract Principles form the basis of the service contract that will contain the terms and conditions that shall govern the Contractor if the City Council decides to award a Contract. The City reserves the right to not entertain or accept proposals that are conditional or based on alternate contractual provisions. The City attorney may consider reasonable amendments to the Contract during negotiations; however, the City is under no obligation to revise the draft Contract Principles and, therefore, each proposer should assume that no changes to the draft Contract Principles will be made after responses to this RFP are received.

After responses are submitted to this RFP, the City shall not entertain or accept any increase in the prices proposed for services unless the City requests new or additional services that are not contemplated under the Contract. A proposer's failure to review or understand the requirements in the draft Contract Principles shall not constitute sufficient grounds for the proposer to receive an increase in the proposed fees. If a price increase is requested under such circumstances, or if a proposer refuses to sign the Contract, the City may terminate its discussions with that proposer, and award the Contract to a different proposer.

3.2 Receipt and Opening of Proposals

The City will receive written and sealed proposals to furnish all labor, equipment materials, tools, storage, maintenance, insurance, supervision, and all other items incidental thereto and to perform all work necessary and specified in the prescribed manner and time, to provide landfill operation services in accordance with Section 7 of this RFP. **Sealed proposals will be received until 3:00 p.m., EST, on Monday, July 25, 2011, at the office listed below.**

Each proposal and supporting documentation must be submitted in a sealed envelope or container plainly labeled in the lower left-hand corner: "RFP for LANDFILL OPERATION SERVICES" along with the RFP opening date and time. Proposers must also include their company name and address on the outside of the envelope or container. Proposals must be delivered to:

Ron Goodwin
Purchasing Manager
City of Greensboro
P.O. Box 3136
Greensboro, NC 27402-3136 (if by mail)
Purchasing Department
300 West Washington Street
Greensboro, N.C. 27401 (if hand delivered)

Proposers are responsible for making certain that proposals are delivered to the City. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If proposer does not hand deliver the proposal, it is suggested that he/she use a delivery service that provides a receipt.

38 Proposals will be accepted in person from the United States Postal Service, UPS, FedEx, or private courier
39 service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic
40 transmission, or facsimile transmission. Proposals may be withdrawn prior to the above scheduled time set for
41 opening of proposals. No proposer may withdraw a proposal after the above scheduled time for opening the
42 proposals. Any proposal received after the date and hour specified will be rejected and returned unopened to
43 the proposer.

44 The City reserves the right to postpone the date and time for opening proposals through an addendum.

45 **3.3 Pre-proposal Conference**

46 A pre-proposal conference will **not** be held as part of this solicitation. Questions or clarifications should be
47 directed to the City in accordance with Section 2.5 of this RFP.

48 The City will prepare written documentation to answer questions that relate to interpretation of, or changes to,
49 the RFP documents which the City deems appropriate for clarification. The documentation will be divided into
50 two (2) areas;

- 51 ▪ Items which only require clarification, interpretation or explanation.
- 52 ▪ Items which require an addition, deletion, or change to the proposal documents. Answers to items in
53 this category will be accompanied by the appropriate amended portion of the RFP document.

54 Proposers are again cautioned that only interpretations of, or changes to, the RFP documents received from
55 the City in writing may be relied upon.

56 **3.4 Preparation of Proposals**

57 Five printed sets of the proposal, (one (1) original proposal, and four (4) copies), must be submitted. Additional
58 copies may be requested by the City at its discretion. All blank spaces must be filled in and noted, in ink or
59 typed, with amounts extended and totaled, as appropriate. Additionally, two (2) electronic copies of the
60 proposal must be submitted in the envelope with the printed proposals in Adobe Portable Document Format
61 (PDF) version 7.0 or higher on either compact discs (CD's) or Universal Serial Bus (USB) Flash Drives.
62 Bookmarked and searchable PDF files are preferred but not required.

63 All required signatures must be manual, in ink. All corrections made by the proposer to any part of the
64 proposal must be initialed in ink.

65 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names
66 will be considered.

67 Proposals by corporations must be executed in the corporate name by the president or vice-president (or
68 other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed
69 and attested by the corporate secretary or an assistant secretary. The corporate address and state of
70 incorporation shall be shown below the signature.

71 Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her title
72 must appear under his/her signature and the official address of the partnership must be shown below the
73 signature.

74 No proposer shall take exception to the specifications herein. Proposers taking exception to the specifications
75 may be rejected as non-responsive and their proposal shall not be considered for award.

76 **3.5 Authorization to Bind Submitter of Proposal**

77 Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions.
78 Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period
79 of not less than one hundred eighty (180) days is required.

80 Failure to manually sign the appropriate proposal forms will disqualify the proposer and the proposal will not
81 be considered.

82 **3.6 Proposal Format**

83 The proposal shall be typewritten with a font size of at least eleven (11) and line spacing of 1.5, double-sided,
84 on 8½" x 11" white paper. Pages shall be secured by staple, binding or similar closure. Proposals shall be
85 organized in chapters according to Table 3-1. Chapters shall be separated by a tab indicating the chapter
86 number.

87 All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a
88 response on a form, the response may be continued on a blank page immediately following the form. The
89 additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a
90 form is provided and additional forms are needed, the form may be copied. The copied pages are to be
91 numbered the same as the form with the addition of the letter "a", "b", "c", etc.

92 Responses must be complete and unequivocal. In instances where a response is not required, or is not
93 applicable or material to the proposal, a response such as "no response required" or "not applicable" is
94 acceptable.

95

Chapter 1	Letter of Intent
Chapter 2	Proposer's Statement of Organization
Chapter 3	Staffing
Chapter 4	Experience
Chapter 5	Project Approach
Chapter 6	Financial Stability and Statement
Chapter 7	Financing Plan
Chapter 8	Implementation Schedule
Chapter 9	Customer Service Procedures
Chapter 10	Litigation History
Chapter 11	Bonding Company Commitment
Chapter 12	Insurance Requirement
Chapter 13	Criminal Convictions/Environmental Violations
Chapter 14	Proposer's Non-Collusion Certification

Table 3-1 Proposal Format	
Chapter 15	Independence Affidavit
Chapter 16	Drug-free Workplace Certification
Chapter 17	Addenda
Chapter 18	Certification to Accuracy of Proposal
Chapter 19	Cost for Service

96 **3.7 Proposal Description**

97 **Chapter 1 - Letter of Intent**

98 The Letter of Intent is to be signed by an officer of the company authorized to bind the proposer to its
99 provisions. The Letter of Intent shall state that the proposer will provide services to the City, in compliance with
100 the Contract, for the rates submitted with its proposal.

101 **Chapter 2 - Proposer's Statement of Organization**

102 Proposers must provide information concerning the proposer's organizational structure by completing
103 Qualification Form 1, which is provided in Section 4 of this RFP. Proposers may supply any additional
104 information that will assist the City in understanding the proposer's organization.

105 **Chapter 3 - Staffing**

106 Proposers must demonstrate significant staff expertise in effectively managing a contract for the services
107 proposed. Proposers must carefully provide, in the format requested, all of the information requested in
108 Qualification Form 2, which is provided in Section 4 of this RFP.

109 **Chapter 4 - Experience**

110 The proposer should demonstrate experience in providing the services required by the Contract for
111 successfully operating MSW and C&D landfills which receive a minimum of 100,000 tons annually. The
112 proposer should have three (3) awarded and serviced (but not necessarily completed) comparable projects.
113 Proposers shall utilize Qualification Form 3, which is provided in Section 4 of this RFP, to document all (but
114 not more than 5) of the most recently awarded and serviced (but not necessarily completed) comparable
115 projects in the last five (5) years. This record must show the agency's name and address, a description of the
116 project including tonnage type and quantities processed, the dates of service, the cost of work in dollars, and
117 the primary contact person and phone number.

118 While the City Council must determine that the selected Contractor has the necessary experience to provide
119 the services requested, Council has also stressed the importance of understanding all options available. In
120 order to address the concern regarding experience while not limiting the options available to the City,
121 responses will be evaluated based on the experience and references provided and will not be disqualified or
122 rejected without due consideration.

123 **Chapter 5 - Project Approach**

124 The City Council will entertain proposals from the private sector to provide the equipment and staffing to
125 operate the City's MSW unit designated Phase III and C&D unit designated Phase II at the White Street

126 Landfill. The service area (region from which waste will be received) is limited to waste generated from within
127 Guilford County. The proposals must provide for a project approach which addresses the following
128 components.

- 129 ▪ Transition from the current contract for out-of-county waste disposal. The current contracts for hauling
130 and disposal expire Saturday, September 24, 2011 and the Contractor should address the proposed
131 transition to begin landfill operations 14 days after contract execution.
- 132 ▪ The Contractor should address operational methods proposed to minimize the potential for odors or
133 noise emanating from the facility. Contractor should address proposed methods for communicating with
134 the City before and during operation of the facility to ensure issues and concerns are managed in a
135 timely and successful manner.

136 **Chapter 6 - Financial Stability and Statement**

137 Proposers shall demonstrate financial stability. Proposers must provide a statement of the proposer's financial
138 stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of
139 the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial
140 reports provided must include, at a minimum, a balance sheet, an income statement and a statement of cash
141 flows.

142 Proposers must include a copy of their latest audited financial statements. If the proposer is a corporation, it
143 must submit a copy of the latest audited financial statements of the corporation. In the event the proposer
144 does not have audited financial statements, it may substitute non-audited financial statements and complete
145 federal tax returns for the last two (2) years.

146 **Chapter 7 – Financing Plan**

147 Each proposer must include a description of anticipated method(s) for funding operating costs in a manner
148 that demonstrates capability in receiving necessary funding.

149 **Chapter 8 - Implementation Schedule**

150 Each proposer shall provide a schedule of how services will be initiated under the Contract. Ensuring a
151 smooth, seamless transition is of critical importance to the City.

152 **Chapter 9 - Customer Service Procedures**

153 Each proposer shall describe how customer service issues, including complaints, are handled in its
154 organization.

155 **Chapter 10 - Litigation History**

156 Each proposer shall identify each case within the last five years where: (a) a civil, criminal, administrative,
157 bankruptcy or other similar proceeding was filed or is pending, if such proceeding arises from or is related to a
158 dispute concerning the proposer's rights, remedies or duties under a contract for the collection or disposal of
159 solid waste; (b) a county, municipality or other entity terminated a written contract with the proposer
160 concerning the management of solid waste; or (c) administrative fines, liquidated damages or other penalties
161 were assessed or were deducted from the proposer's payments under a contract for the management of solid
162 waste. For each case identified, the proposer must describe the basic facts concerning the case, the names

163 and docket numbers of the parties, the name and location of the courts or the administrative venue and its
164 current status.

165 **Chapter 11 - Bonding Company Commitment**

166 Proposers shall provide a letter of intent from a state of North Carolina licensed bonding company to provide a
167 Performance Bond in the form provided as Qualification Form 4 in Section 4 of this RFP for services and in the
168 amount as proposed as set forth in Section 7 of this RFP.. Surety Bonds shall be issued by approved bonding
169 companies, acceptable to the City, and limited to those companies authorized to transact business in the state
170 of North Carolina, having a resident agent in the state of North Carolina and meeting the following
171 requirements and/or limits: Surety shall be rated "A+" as to management and "FSC XV" or better as to the
172 strength by Best's Insurance Guide; the bond shall contain any applicable provisions required by Section 129
173 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the
174 General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of
175 Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina, guarantee the
176 performance of the Contract.

177 **Chapter 12 - Insurance Requirement**

178 Each proposer must provide proof of its ability to obtain insurance complying with the requirements specified
179 in Section 7 of this RFP.

180 **Chapter 13 - Criminal Convictions/ Environmental Violations**

181 Proposers must provide a summary of any criminal convictions of the company, owners, and/or officers
182 related to the services being offered, within the last ten (10) years. The City may disqualify a proposer on the
183 basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair
184 competition. Proposers must provide a summary of any environmental violations, including enforcement cases
185 initiated by environmental agencies that have occurred or have been alleged in the last five years.

186 **Chapter 14 - Proposer's Non-Collusion Certification**

187 Any proposer submitting a proposal to this RFP must complete and execute the Non-Collusion Affidavit of
188 Proposer (Qualification Form 5) included in Section 4 of this RFP.

189 **Chapter 15 - Independence Affidavit**

190 Proposers shall list and describe any relationships – professional, financial or otherwise – that it may have
191 with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component
192 units during the past five (5) years, together with a statement explaining why such relationships do not
193 constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the proposer
194 shall give the City written notice of any other relationships – professional, financial or otherwise – that it enters
195 into with the City, its elected or appointed officials, its employees or agents, or any of its agencies or
196 component units before the Contract is executed.

197 **Chapter 16 - Drug-Free Workplace Certification**

198 Proposer shall certify that it has implemented a drug-free workplace program. Refer to Section 7 of this RFP.

199 **Chapter 17 - Addenda**

200 The proposer shall complete and sign the Acknowledgement of Addenda Form (Qualification Form 7 included
201 in Section 4 of this RFP) and shall include the form in the proposal in order to have the proposal considered.
202 In the event any proposer fails to acknowledge receipt of such addenda, his/her proposal shall nevertheless
203 be construed as though the addenda had been received and acknowledged, and the submission of his/her
204 proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

205 **Chapter 18 - Certification to Accuracy of Proposal**

206 Proposer shall certify and attest, by executing Qualification Form 8 of Section 4 of this RFP, that all forms,
207 affidavits and documents related thereto that the proposer has enclosed in the proposal are true and accurate.
208 Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result
209 in the proposal being deemed non-responsive and such proposal will not be considered.

210 **Chapter 19 - Cost for Service**

211 Proposers must complete Price Forms 1 and 2, which are provided in Section 5 of this RFP.

212 The Certification of Cost Form (Price Form 3 provided in Section 5 of this RFP) is to be signed by an officer or
213 other individual that is authorized to bind the proposer to the provisions in the proposal.

214 **3.8 RFP Dates**

215 The City anticipates that RFP activities will take place at the dates and times listed in Sections 1 and 3 of this
216 RFP.

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SECTION 4- QUALIFICATION FORMS

4.1 Introduction

Proposers are required to complete the qualification forms included in this section of the RFP. The forms included in this section of the RFP shall be included as directed in Section 3 of this RFP. A proposer may be disqualified if its forms are not completed fully and in compliance with the instructions contained herein.

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QUALIFICATION FORM 1
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s) and Phone Numbers:

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign on behalf of proposer. Provide proof of the ability of the individuals so named to legally bind the proposer.

<u>Name</u>	<u>Address</u>	<u>Title</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of agreement: _____

Federal Employer Identification Number: _____

5. List all firms participating in this project (including the prime contractor, subcontractors, operators, major equipment suppliers, etc., if any):

<u>Name</u>	<u>Address</u>	<u>Phone</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

QUALIFICATION FORM 1
PROPOSER'S STATEMENT OF ORGANIZATION
(CONTINUED)

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. _____
2. _____
3. _____
4. _____

7. Summarize the provisions of any agreement between the parties which assigns legal or financial liabilities or responsibilities.

8. If any of the responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the related firms and describe the relationships.

QUALIFICATION FORM 2

STAFFING

Attach an organization chart(s) for staffing of proposed Services. Please note that the Contract Principles in Section 7 of this RFP contain minimum requirements for the Contractor's personnel.

The organization chart must show staffing by position, number of staff per position, and organizational relationship of positions. Also attach a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position. If any staff person(s) is to be used in more than one program, this should be indicated. For each member of the professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the proposer.

-
- A. Name & Title
 - B. Assignment on City's Project
 - C. Name of Employer
 - D. Years Experience with:
 - This Company
 - Other Similar Companies
 - E. Education:
 - Degree(s)
 - Year/Specialization
 - F. Summary of Professional Training and Experience
 - G. Professional References (List a minimum of 3)
 - H. Other Relevant Experience and Qualifications

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QUALIFICATION FORM 3 EXPERIENCE

The Proposed shall provide a minimum of three (3) but no more than five (5) references of the most recently awarded and serviced (but not necessarily completed) comparable projects.

1. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Cost of Work (\$): _____

Project Description:

2. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Cost of Work (\$): _____

Project Description:

QUALIFICATION FORM 3
EXPERIENCE
(CONTINUED)

3. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Cost of Work (\$): _____

Project Description:

4. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Cost of Work (\$): _____

Project Description:

QUALIFICATION FORM 3
EXPERIENCE
(CONTINUED)

5. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Cost of Work (\$): _____

Project Description:

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QUALIFICATION FORM 4
PERFORMANCE BOND FORM

(PROVIDED FOR DEMONSTRATION PURPOSES. LETTER OF COMMITMENT REQUIRED FOR PROPOSAL.
FORM TO BE EXECUTED PRIOR TO CONTRACT EXECUTION.)

Date of Execution of this Bond: _____

Name and Address of Principal (Contractor):

Name and Address of Surety:

Name and Address of Contracting Body:

Amount of Bond: _____

Contract

That certain contract by and between the Principal and the Contracting Body
above named dated _____ for

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

QUALIFICATION FORM 4
PERFORMANCE BOND FORM
(CONTINUED)

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

(Proprietorship or Partnership)
Printed Name _____

Principal (Name of individual and trade name,
partnership, corporation, or joint venture)

BY _____ (SEAL)
Printed Name _____
TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

QUALIFICATION FORM 4
PERFORMANCE BOND FORM
(CONTINUED)

ATTEST: (Corporation)

(Corporate Seal of Principal)

BY _____

Printed Name _____

TITLE _____

(Corporation Secretary or
Assistant Secretary Only)

Surety (Name of Surety Company)

WITNESS:

BY _____

Printed Name _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

(Address of Attorney in Fact)

N.C. Licensed Resident Agent

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**QUALIFICATION FORM 5
NON-COLLUSION AFFIDAVIT OF PROPOSER**

STATE OF _____)

)ss

COUNTY OF _____)

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached RFP, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Greensboro, North Carolina or any person interested in the proposed Contract; and
5. The cost proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 201____

Notary Public, State of North Carolina

My Commission Expires: _____

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QUALIFICATION FORM 6 DRUG-FREE WORKPLACE

The undersigned vendor (firm) hereby certifies that

_____ does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date: _____

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QUALIFICATION FORM 7
ACKNOWLEDGEMENT OF ADDENDA

The proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP. The proposer acknowledges that it has the sole duty to make itself aware of, and to be in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE

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QUALIFICATION FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL

Proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents enclosed in the proposal package in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ (title) of _____, the proposer, that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

QUALIFICATION FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL
(CONTINUED)

5. No information that is included in such forms, affidavits or documents is false or misleading.

Signature

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF _____)

)ss

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____(name) as _____(title), of _____, an organization authorized to do business in the State of North Carolina, and acknowledged and executed the foregoing document as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 201____.

NOTARY PUBLIC

My Commission Expires: _____

STATEMENT OF NO-RESPONSE
CITY OF GREENSBORO

RFP TITLE: SOLID WASTE MANAGEMENT SERVICES

RFP NUMBER.: NO.

NOTE: If you do not intend to propose on this RFP, please return this form immediately. Please indicate the proposal name and number on the outside of the envelope. Thank you.

MAIL TO: Ron Goodwin
Purchasing Manager
City of Greensboro
P.O. Box 3136
Greensboro, N.C. 27402-3136

We, the undersigned have declined to respond for the following reason:

- _____ Insufficient time to respond to the Request for Proposal.
- _____ Our project schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet bond requirements.
- _____ Specification unclear (explain below).
- _____ Other (specify below).

REMARKS:

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

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SECTION 5- PRICE FORMS

5.1 Introduction

Proposers are required to complete the forms included in this section of the RFP. The forms included in this section of the RFP shall be included as directed in Section 3 of this RFP. A proposer may be disqualified if its forms are not completed fully and in compliance with the instructions contained herein.

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PRICE FORM 1
SERVICE FEE

BASE PROPOSAL – PHASE III MSW OPERATIONS

The service fee to be charged to the City for Contractor to provide services as defined in Section 7 of this RFP for the landfilling of municipal solid waste as delivered to the Phase III unit of the White Street Landfill are to be presented in the following table. A service fee must be provided to cover each range of tonnage.

Monthly Tonnage Range	Fee Per Ton Disposed
5,000 up to 10,000 Tons Disposed	\$ _____
10,001 up to 15,000 Tons Disposed	\$ _____
15,001 up to 20,000 Tons Disposed	\$ _____
20,001 Tons and Above Disposed	\$ _____

Contractor's preferred adjustment method for the variable component

- Frequency _____
- Index _____
- Percentage of Preferred Index _____

ADDITIVE ALTERNATE – PHASE II C&D OPERATIONS

In addition to the operation of the Phase III MSW unit, the City may choose to include the operations of the Phase II C&D unit under this contract. The service fee to be charged to the City for Contractor to provide services as defined in Section 7 of this RFP for the landfilling of C&D waste delivered to the Phase II unit of the White Street Landfill are to be presented in the following table. A service fee must be provided to cover each range of tonnage.

Monthly Tonnage Range	Fee Per Ton Disposed
1,000 up to 4,000 Tons Disposed	\$ _____
4,001 up to 8,000 Tons Disposed	\$ _____
8,001 up to 12,000 Tons Disposed	\$ _____
12,001 Tons and Above Disposed	\$ _____

Contractor's preferred adjustment method for the variable component

- Frequency _____
- Index _____
- Percentage of Preferred Index _____

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PRICE FORM 2
OTHER FINANCIAL INCENTIVES

If contractor proposes to provide a payment to the City for use of City assets, describe the proposed terms below, including listing of assets proposed, frequency of payment (monthly, annually, etc.), payment value, anticipated date of initial payment, etc.

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PRICE FORM 3
CERTIFICATION OF COST FORM

The Undersigned hereby certifies as follows:

1. That I, _____, on behalf of _____
_____ (PROPOSER) have personally and carefully examined the specifications and instructions for the work to be done for the City of Greensboro as set forth in this RFP, including the Contract Principles in Section 7 of this RFP.
2. That I, _____, on behalf of _____
_____ (PROPOSER) have made examination of the conditions in the City, the services applicable to the proposal, and all other relevant facts and circumstances, and fully understand the character of the work to be done for the City.
3. That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, equipment, storage and facilities, and to perform all labor and services which may be required to do said work upon the terms and conditions provided in the Contract, at the rates set forth on the Cost Forms that are attached hereto.

(See signature instructions below.)

PRICE FORM 3
CERTIFICATION OF COST FORM
(CONTINUED)

Dated this _____ day of _____, 20 ____.

PROPOSER

President/Partner/Owner Signature

President/Partner/Owner Printed Name

Secretary

Firm Name

The proposer is an Individual _____; Partnership _____; Corporation _____; or other business entity _____; and is authorized to do business in the state of North Carolina

Signature Instructions:

If business is a CORPORATION, name of the corporation should be listed, in full and both president and secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is operating as any other business entity than listed above, the name(s) of the authorized representative(s) should be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the entity shall be furnished to the City as part of the proposal.

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SECTION 6 - EVALUATION OF PROPOSALS

6.1 Evaluation Process

This section has been developed to assist firms in the preparation of proposals by providing general guidance as to the City's evaluation process. The proposer shall supply all information requested as described throughout this RFP. The City will decide with which firm or firms to initiate final negotiations and that decision will be final. In the event negotiations with the selected firm(s) are unsuccessful, the City may designate another firm from the short list and enter into negotiations.

The City reserves the right to seek clarifications of proposers and to eliminate from further consideration Proposals which:

- are not in keeping with the City's requirements as stated in its RFP;
- propose cost fees considered insufficient or excessive in the City's opinion; or
- do not include the information in the format requested in its RFP.

The City reserves the right to alter the procedures presented in this section.

Evaluations will be made based on a process which will include review of the information requested in Section 3 as well as that provided on the qualification and price forms in Sections 4 and 5 of this RFP and any proposal clarifications sought by the City. Selection of a Contractor will not be based solely on low price but on the total evaluation process. The evaluation process will include the following.

- Proposals will be reviewed and assessed for completeness. An inventory of required information will be made for each proposal. Incomplete data may adversely affect the evaluation. Severely incomplete data will result in the proposal not being evaluated further.
- The Contractor's experience in the areas of landfill operations will be reviewed and assessed in accordance with the minimum qualifications outlined. Proposals of those Contractors which meet the minimum qualifications will be evaluated further.
- The Contractor's project approach will be evaluated in greater detail, including its implementation schedule.
- A comparison of the cost proposal will be made. Identification of major omissions and inconsistencies will adversely affect the proposal evaluation.
- The strengths of the proposer's financial package will be assessed. The demonstrated ability of the Contractor to financially back up the guarantees relative to performance is of major importance.
- Acceptance of the terms and conditions contained in the Contract Principles will be reviewed and evaluated.

6.2 Evaluation Criteria

The evaluation criteria are designed to evaluate proposals by considering all aspects that will impact the quality and cost of service. The evaluation criteria to be used are summarized below.

- 35 ▪ Responsiveness: Proposal thoroughness in addressing designated services, staff responsibilities,
36 local resources, litigation history and environmental compliance.
- 37 ▪ Qualifications: Relevant company qualifications and experience operating solid waste landfills similar
38 to those proposed.
- 39 ▪ Financial Strength: Adequacy of Contractor's financial status and stability, and proposed financing
40 plan.
- 41 ▪ Environmental: History of environmental violations at Contractor operated landfills.
- 42 ▪ Project Approach: Thoroughness of the approach, including level to which it aligns with City goals
43 and objectives. Clarity with which Contractor articulates issues of concern and means to minimize
44 community impacts.
- 45 ▪ Project Schedule: Adequacy of project schedule to understand the detailed steps and timeline of the
46 project including the reasonableness of time to implement project.
- 47 ▪ Cost Proposal: Contractor's submitted rates.
- 48 ▪ Contract Principles: Adherence to Contract Principles.

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SECTION 7 – CONTRACT PRINCIPLES

7.1 Introduction

The Draft Contract Principles attachment provided with this RFP has been developed as a summary of the significant cost and risk provisions that will be included in the draft Service Contract that will be issued by the City of Greensboro (the "City"). The Contract Principles should be used by the Proposer to understand the comprehensive, full-service responsibilities to be undertaken by the Company, to assess the risks associated with the specific performance obligations, and to develop its pricing. Definitions for certain of the capitalized terms used in the Contract Principles have been included.

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ATTACHMENT

**CITY OF GREENSBORO, NORTH CAROLINA
LANDFILL OPERATIONS**

CONTRACT PRINCIPLES

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Contract Principles

The Contract Principles set forth below have been developed as a summary of the significant cost and risk provisions that will be included in the draft Service Contract that will be issued by the City of Greensboro (the “City”). The Contract Principles should be used by the Proposer to understand the comprehensive, full-service responsibilities to be undertaken by the Company, to assess the risks associated with the specific performance obligations, and to develop its pricing. Definitions for certain of the capitalized terms used in the Contract Principles are set forth at the end of this section.

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ARTICLE I

TERM

1.1. INITIAL TERM OF SERVICE CONTRACT. The Service Contract will become effective on the Contract Date, and will continue in effect until the third anniversary of the Commencement Date. The obligation of the parties under the Service Contract, however, will not commence until the Commencement Date other than those Transition Period responsibilities set forth in Article II of the Contract Principles.

1.2. RENEWAL TERM. The City will have the right, at its sole option, to renew the Service Contract for one or more, one, two or three year renewal terms until the later of (i) the exhaustion of the usable air space of Phase III of the Landfill pursuant to DENR Permit No. 41-12, and (ii) the ten year anniversary of the Commencement Date. Any such renewal(s) shall be made on the same terms and conditions as are applicable during the initial term.

ARTICLE II

TRANSITION PERIOD

2.1. TRANSITION PERIOD GENERALLY. Following the Contract Date, each party will seek to satisfy the conditions necessary to implement the provisions of the Service Contract. This period is the “Transition Period.”

2.2. COMPANY TRANSITION PERIOD RESPONSIBILITIES. The Company shall satisfy the several Company responsibilities during the Transition Period, each of which shall be a condition precedent to the occurrence of the Commencement Date, including but not limited to the following:

- (a) hire qualified staff in accordance with the Company’s proposed staffing plan including by offering employment first to City employees currently working at the Landfill and the City-owned transfer station (other than those identified by the City who will be retained by the City) subject to meeting drug, security and driving standards;
- (b) assist the City in obtaining any required approvals and/or permit modifications necessary for the Company to operate the Landfill;
- (c) implement, carry-out and complete the transition plan, for the orderly transfer of operational responsibility for the Operation Services from the City to the Company;
- (d) obtain and deliver evidence of the Required Insurance;
- (e) obtain and deliver the required security for performance;
- (f) develop and submit a Safety and Security Plan to the City;
- (g) review the current operation and maintenance procedures contained in the existing Landfill Operations Plan and propose any modifications to such plan to the City;
- (h) obtain and deliver to the Landfill all equipment/rolling stock necessary to perform the Operation Services;
- (i) at Company’s discretion upon review of maintenance and other relevant records, purchase of equipment/rolling stock needed by the Company from the City at fair market value to be determined by third-party appraiser if necessary; and
- (j) supply key Company personnel contact information.

2.3. COMPANY TRANSITION PERIOD COSTS. The Company will pay for all of its Transition Period responsibilities, without reimbursement from the City.

2.4. CITY TRANSITION PERIOD RESPONSIBILITIES. The City shall satisfy the following City responsibilities during the Transition Period, each of which shall be a condition precedent to the occurrence of the Commencement Date:

- (a) take all steps reasonably necessary under Applicable Law in order to apply for any required approval and/or permit modification necessary for the Company to perform the Operation Services; and
- (b) transfer operating responsibility for the Operation Services to the Company, and provide for an orderly transfer of responsibility to the Company in accordance with the transition plan.

2.5. COMMENCEMENT DATE. The Commencement Date will occur, when each party has satisfied its Transition Period responsibilities. Each party shall use good faith efforts to timely complete its Transition Period responsibilities and failure of either party to diligently pursue its responsibilities will be a breach.

2.6. DELAY IN COMMENCEMENT DATE. If the Commencement Date does not occur within 14 calendar days of execution of the Service Contract (as extended only by (i) any applicable court order, or (ii) the material delay or failure of DENR to issue any necessary permit modification unless due to the fault of the Company), the Company shall pay the City delay damages in the amount of \$20.00 per ton of Acceptable Waste that should have been but was not accepted at the Landfill during each day of such delay or, if the City is operating the Landfill with City personnel to accept MSW, the Company shall pay the City \$10,000 per day for each day of such delay. The City may invoice the Company for such damages on a weekly basis, and such invoices will be due and payable by the Company within ten days of receipt of the invoice.

2.7. “AS-IS” RISK. The Company shall assume the “as is” risk of the condition of the Landfill (other than with respect to a discovery of previously existing Hazardous Waste) in agreeing to its obligations under the Service Contract. No relief shall be afforded the Company in the event the existing condition of the Specified Landfill adversely affects the Company’s ability to meet its performance, price, schedule and other contractual commitments, and no such adverse effect shall constitute an Uncontrollable Circumstance.

ARTICLE III

PERMITTING RESPONSIBILITIES

3.1. CITY PERMITTING RESPONSIBILITIES. Except as provided in Section 3.2, the City shall be responsible (at its own cost, including annual and periodic fees) for applying for, obtaining, and maintaining in force all Governmental Approvals required for the operation of the Landfill. The Company shall provide the City reasonable assistance in the permitting process.

3.2. COMPANY PERMITTING RESPONSIBILITIES. The Company, at its own cost and expense, shall provide the City all data, reports, test results and other information and support that may be necessary to obtain necessary permits and approvals. In addition, the Company shall be responsible for complying with such Governmental Approvals. In the event the City determines to seek a slope or other modification to its existing Landfill permit, the City shall take lead responsibility for such permitting effort and the Company shall provide all necessary support, each at their own expense. The decision whether to seek any modification or amendment to the existing Landfill Permit is at the sole discretion of the City.

3.3. OTHER REPORTING REQUIREMENTS. The Company will fully support the City's reporting requirements for other agencies and entities by providing all data, reports, test results and other information which may be necessary for the City to comply with such reporting requirements or information requests.

ARTICLE IV

OWNERSHIP OF THE LANDFILL

4.1. OWNERSHIP. The Landfill and all related infrastructure, including any improvements thereto, shall be owned by the City at all times. The Company may not treat itself as the owner of the Landfill for federal tax or any other purpose. The Company shall keep the Landfill free and clear of all encumbrances. In addition, the Company shall not:

- (1) change the nature of the business of the Landfill as currently conducted;
- (2) enter into any contract, commitment or transaction on behalf of the City;
- (3) utilize the Landfill for any purpose other than the continued operation of the Landfill; or
- (4) distribute, dispose of, transfer, convey, pledge, mortgage or encumber any of the assets of the Landfill.

4.2. ACCESS AND USE. At all times during the term of the Service Contract, the Company may enter upon and use the Specified Landfill as necessary to perform the Operation Services for the benefit of the City, all in accordance with the Service Contract, and for no other purpose. The City and its invitees shall have access to the Landfill at all times, provided all City staff and its invitees accessing the Specified Landfill comply with all reasonable safety requirements. The City shall have sole access, use and control over the scalehouse.

4.3. COMPANY'S RIGHTS WITH RESPECT TO MAINTENANCE BUILDING. The Company shall have the right to use and occupy the Maintenance Building in accordance with the Operation Services described in Appendix C to these Contract Principles.

4.4. CITY'S RIGHTS WITH RESPECT TO LANDFILL GAS. The City owns all Landfill Gas and shall have the sole right to beneficially use Landfill Gas, or to sell or license such Landfill Gas, and the attributes thereof, to third parties, at any time during the Term of the Service Contract.

4.5. ROLLING STOCK. The Company shall supply all rolling stock used at the Landfill by the Company to perform the Operation Services during the Term of the Service Contract.

ARTICLE V

DELIVERY AND RECEIPT OF WASTE

5.1. DELIVERY OF ACCEPTABLE WASTE BY THE CITY. (A) Delivery Commitment by City. The City shall deliver all Acceptable Waste collected by City-owned collection vehicles to the Landfill. The City may deliver or cause to be delivered or allow the delivery of additional Acceptable Waste to the Landfill for disposal by the Company and the Company must receive and dispose of all such Acceptable Waste subject to its rejection rights set forth in subsection 5.2(A) hereof. The City shall not be liable in damages for any failure to deliver a specified quantity of Acceptable Waste.

(B) Source Separation. Nothing in the Service Contract shall be deemed to restrict the right of the municipalities, residents, businesses or organizations in the City to practice source separation for the recovery, recycling or composting of waste nor the right of the City to conduct, sponsor, encourage or require such source separation. No reduction in the amount of Acceptable Waste generated in the City and delivered to the Landfill by the City, which may result from any such source separation or recycling program, shall cause the City any liability hereunder.

(C) Charges to Customers. For the disposal service provided hereunder the Company shall be paid the Service Fee by the City as described in Article XI hereof. The City may, in its sole discretion, from time to time establish fees or charges to be imposed upon customers of the Landfill. Any such fee or charge shall be collected through a billing system under which the City shall be responsible for collection. The City shall operate the scale house through which any vehicle delivering waste to the Landfill must be weighed and ticketed.

(D) No Merchant Capacity. The Company acknowledges that the City is the sole owner of the Landfill and that the Company has no right to market any capacity in the Landfill regardless of the availability or non-use of such capacity.

5.2. RECEIPT OF WASTE BY THE COMPANY. (A) Receiving and Disposal of Acceptable Waste. The Company shall receive and dispose of at the Specified Landfill all Acceptable Waste delivered to the Landfill in each Contract Year; provided, however, that the Company shall not accept any load which has not been weighed by the City's weigh master, and may refuse delivery of (1) any waste delivered at hours outside the Receiving Time described in Section 5.3, mutually agreed upon times of delivery, or hours which the City has notified the Company that disposal would be required, and (2) Unacceptable Waste (collectively, the "Rejection Rights"). Any portion of the Acceptable Waste delivered for disposal which the Company fails to receive and dispose of, which the Company is not so permitted to refuse to receive or dispose of, at the Specified Landfill is "Bypass Acceptable Waste". Notwithstanding the foregoing, the Company shall use its best reasonable efforts to accept and dispose of all Acceptable Waste delivered to the Landfill.

(B) Determination of Tonnage Processed. As a convention for determining the tonnage disposed at the Specified Landfill, the weight records pertaining to the receipt of Acceptable Waste at the Specified Landfill, the tare weight or outgoing weight records and the

weights of any Acceptable Waste and Unacceptable Waste removed from the Specified Landfill shall be utilized.

(C) Weight Record. For each Billing Period, the City shall furnish the Company daily and monthly tonnage records maintained by the City as set forth in Section 5.4.

(D) Disposal of Bypass Acceptable Waste. The Company agrees after the Commencement Date to transfer and transport all Bypass Acceptable Waste by truck to an Alternative Waste Disposal Landfill selected by the Company from time to time and to dispose of all such Bypass Acceptable Waste at a properly permitted disposal facility. The Company shall pay all costs and expenses incurred in connection with the transfer, transportation and disposal of such Bypass Acceptable Waste regardless of the transportation distance and cost and regardless of the disposal cost involved. The Bypass Acceptable Waste disposed of by the Company shall be included in the Service Fee calculation set forth in Section 11.1. In the event that the Company fails to perform its obligations under this subsection, the City shall charge the Company for the incremental additional cost associated with the transfer, transportation and disposal of Bypass Acceptable Waste and such Bypass Acceptable Waste will not be included in the Service Fee calculation set forth in Section 11.1.

(E) Screening and Removal of Unacceptable Waste. The Company and the City shall not knowingly receive, and the Company shall use best reasonable efforts to prevent the receipt of, Unacceptable Waste at the Specified Landfill. The parties shall comply with the waste screening protocol set forth in the Landfill Permit. The Company shall update the waste screening protocol on an ongoing basis to reflect the most prudent waste screening measures considered to be good practice in the waste disposal industry at the time, and shall cooperate in establishing and enforcing such additional procedures as may be required to assure the safe and proper conduct of drivers of delivery vehicles in the manner contemplated by the Service Contract. The Company shall, on a reasonable basis, inspect vehicles delivering waste to the Specified Landfill and all waste delivered after unloading, and may require that the haulers retain all Unacceptable Waste. If the Company reasonably determines that it would be impractical to segregate such items, then the Company shall have the right to refuse to accept the entire delivery as constituting Unacceptable Waste, upon obtaining concurrences of the appropriate City personnel, and such waste shall not be considered available Acceptable Waste. To the extent that Hazardous Waste is delivered to the Specified Landfill, such waste will be handled in accordance with Section 5.5 herein and Applicable Law.

5.3. RECEIVING AND OPERATING HOURS. (A) Receiving Time. On and after the Commencement Date, the Company shall keep the Specified Landfill open for receiving Acceptable Waste (1) from 7:00 A.M. until 4:50 P.M. Monday through Friday and 7:00 A.M. until 1:00 P.M. (other than holidays on which the scalehouse is closed), and (2) during such additional hours as may be required to accommodate the usual special collection practices within the City on account of any holiday or to accommodate disposal requirements on account of a special event, a natural disaster, unusually inclement weather, or an emergency condition (the "Receiving Time").

(B) Operating Hours. On and after the Commencement Date, the Company shall operate the Specified Landfill at hours and in a manner which is consistent with the Contract Standards.

(C) Consistent Operating Rate. The Company shall perform disposal operations in an efficient manner, disposing of waste at a consistent operating rate so as to avoid the back up of delivery vehicles waiting to unload waste. The Company will direct delivery vehicles to unload their waste on a first come first serve basis and will in no way provide preferential treatment to any delivery vehicles or class of delivery vehicles, except as necessitated by operational efficiencies.

5.4. WEIGHING RECORDS. (A) Measurement Devices and Procedures. The City shall operate and maintain truck scales, calibrated to the accuracy required by Applicable Law, to weigh all vehicles delivering waste to and removing waste from the Landfill. Each loaded vehicle shall be weighed, indicating gross weight, tare weight, date and time and vehicle identification on a weight record. The Company and its agents shall have the right to monitor weighing activities.

(B) Weight Records. The City shall maintain daily records of the number of tons of Acceptable Waste delivered to the Landfill, the number of tons of Acceptable Waste rejected (rightfully or wrongfully) by the Company, the number of tons of received Unacceptable Waste, indicating, in each case and to the extent practicable, the date and time of arrival or departure of each vehicle transporting such waste, with appropriate identification of each vehicle.

5.5. HAZARDOUS WASTE. The parties acknowledge that the Landfill has not been designed and is not intended to be used in any manner or to any extent as a facility for the receiving, handling, transportation, storage or disposal of Hazardous Waste. Neither the Company nor the City shall countenance or knowingly permit the delivery of Hazardous Waste to the Landfill or the storage of Hazardous Waste at the Landfill. The Company shall comply with the waste screening practices and procedures set forth in subsection 5.2(E) hereof and in the Landfill Permit to prevent the disposal of Hazardous Waste in the Specified Landfill. The City and the Company shall use their best reasonable efforts to identify any person responsible for delivery to or abandonment at the Landfill of any Hazardous Waste and to require such person to bear all costs and liabilities associated with the removal, transportation and disposal thereof. Upon receipt of notification by the Company, the City shall cause such Hazardous Waste to be removed from the Landfill and transported to and disposed of at a landfill or other disposal site selected by the City in its sole discretion, and lawfully permitted to receive and dispose of such Hazardous Waste.

ARTICLE VI

OPERATION AND MAINTENANCE

6.1. OPERATION GENERALLY. Beginning on the Commencement Date the Company will perform the Operation Services in accordance with the Contract Standards, including Applicable Law (including the rules set forth in 15A NCAC 1.3B.1626) , all applicable permits, Good Industry Practice, the Landfill Operations Plan (as updated by the Company), the performance guarantees contained herein and other requirements of the Service Contract.)

6.2. SERVICE COORDINATION AND CONTRACT ADMINISTRATION. (A) Landfill Office. The Company shall maintain an office at the Landfill. At a minimum, the office shall be used to store all documents related to the operation of the Landfill, including correspondence, compliance records, operational records, personnel records and maintenance records.

(B) Resident Landfill Superintendent. The Company shall appoint a full-time manager of the Specified Landfill (the “Resident Landfill Superintendent”) who shall be trained, experienced and proficient in the management and operation of landfill assets comparable to the Specified Landfill, and whose sole employment responsibility shall be managing the Company’s performance of the Operation Services. The primary residence of the Resident Landfill Superintendent shall be within a fifty (50) mile radius of the Landfill. The Company acknowledges that the performance of the individual serving as the Resident Landfill Superintendent will have a material bearing on the quality of service provided hereunder, and that effective cooperation between the City and the Resident Landfill Superintendent will be essential to effectuating the intent and purposes of the Service Contract. Accordingly, if the Resident Landfill Superintendent is to be replaced, the City will be notified in writing not fewer than 30 days prior to the date on which any candidate for Resident Landfill Superintendent is proposed to assume managerial responsibility for the Specified Landfill. With respect to the initial and any replacement Resident Landfill Superintendent, the Company shall: (1) provide the City with a comprehensive resume of the candidate’s training, experience, skills and approach to management and customer relations; and (2) afford the City an opportunity to interview the candidate with respect to such matters. The City shall have the right within 30 days following such interview to disapprove the hiring of the proposed candidate, which right of disapproval shall not be exercised unreasonably. The Company shall replace the Resident Landfill Superintendent at the request of the City, after notice and a reasonable opportunity for corrective action, in the event the City determines, in its sole discretion, that an unworkable relationship has developed between the Resident Landfill Superintendent and the City. The Resident Landfill Superintendent shall meet with City representatives on at least a monthly basis to discuss the operations of the Landfill. The qualifications of the Resident Landfill Superintendent shall be submitted to the City and shall include maintaining a valid landfill operator’s certificate. The Resident Landfill Superintendent will train one of the landfill operations foreman to perform the Resident Landfill Superintendent duties in his absence. This foreman shall be a SWANA certified manager of landfill operations as shall be the Resident Landfill Superintendent.

(C) Complaints. The Company shall designate a senior level employee to be responsible to handle complaints regarding or relating to the Specified Landfill or the Operation Services. The Company shall respond in a timely and effective manner to all complaints and communications received by the Company or the City regarding any matter related to the Operation Services.

(D) Damage to Customers. The Company shall be responsible for and bear all costs for damage caused to the property of customers of the City that utilize the Landfill, such as damage to collection vehicles, which is caused by the Company's negligence or the failure of the Company to perform the Operation Services in accordance with the Contract Standards.

6.3. STAFFING AND PERSONNEL TRAINING. (A) Staffing. The Company shall perform the Operation Services during the Term of the Service Contract with qualified personnel who meet the licensing and certification requirements of the State, under a Staffing Plan that is consistent with the Contract Standards and the Staffing Plan set forth in the Company's Proposal. The Company shall manage, administer, coordinate and schedule in an orderly manner all work done by Company's officers, employees, and Subcontractors. The Company shall discipline or replace, as appropriate, any employee of the Company or any Subcontractor engaging in unlawful, unruly or objectionable conduct. The Company shall notify the City of any material change in staffing levels and positions from time to time, and shall not make any such material change if the new staffing level or staffing positions would either (i) adversely affect the ability of the Company to provide the Contract Services or (ii) or reduce staffing below the Staffing Plan.

(B) Additional Staffing. Sufficient backup personnel shall be available to perform the Operation Services during periods of sickness, vacations or other absences of regular personnel. The Company shall provide added staff under the Service Contract if it is shown that additional personnel are needed to properly perform the Operation Services at no additional cost to the City.

(C) Training. The Company shall be responsible for training all personnel to perform the Operation Services in accordance with the Contract Standards. The Company shall employ certified operators as required by State regulations. The Company shall ensure that his employees receive adequate training before their starting date of service. The costs of employee training shall be borne by the Company and documentation of completed training shall be maintained at the Landfill. Within 90 days following the Contract Date, the Company shall submit to the City for its review and comment a personnel training program which the Company proposes to institute in order to ensure that the Operation Services are performed in accordance with the Service Contract. Such personnel training program shall include, but not be limited to: (1) personnel training guidelines, policies and procedures established by the DENR and the EPA; (2) personnel training guidelines, policies and procedures established in any Governmental Approval or operator's certificate required or issued by any Governmental Body; (3) personnel training guidelines, policies and procedures established in any other Applicable Law; (4) detection, identification and handling of Unacceptable Waste, including City notification procedures; (5) basic organization first aid training course given by the American Red Cross or equivalent; (6) Fire prevention and fire fighting procedures; (7) "Hazardous Waste and waste awareness" class approved by NC DENR or equal; and (8) All required OSHA training required for normal landfill operations. The Company shall conduct an annual performance review

session with each employee to discuss job performance, career development, and the training and qualifications required for job positions of interest to the employee.

(D) Employee Behavior. All Company personnel shall comply with cooperative, courteous and professional standards in dealing with the City, customers (including haulers) and the general public. All persons employed by the Company shall be competent, skilled and qualified in the performance of the work to which they are assigned. Any employee of the Company, who engages in misconduct or is incompetent or negligent in his duties or is disorderly, dishonest, intoxicated, under the influence of drugs, or discourteous, shall be removed from the Landfill by the Company. To help achieve a safe working environment, the Company shall be responsible for administering random drug testing on employees. Random drug testing results shall be provided to the City.

(E) Scavenging. Scavenging by the Company, its employees, or any other persons is forbidden.

6.4. SAFETY AND SECURITY. (A) Safety. The Company shall maintain the safety of the Specified Landfill at a level consistent with the Contract Standards. Without limiting the foregoing, the Company shall: (1) take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Landfill to, (a) all employees working at the Landfill and all other persons who may be involved with the operation, construction, maintenance, repair and replacement of the Landfill, (b) all customers and visitors to the Specified Landfill, (c) all materials and equipment under the care, custody or control of the Company on the Specified Landfill, (d) other property constituting part of the Specified Landfill, and (e) City property; (2) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations; (3) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss; (4) designate a qualified and responsible employee at the Specified Landfill whose duty shall be the supervision of Specified Landfill safety, the prevention of fires and accidents and the coordination of such activities as shall be necessary with federal, State and City officials; (5) operate all equipment in a manner consistent with the manufacturer's safety recommendations; (6) properly maintain all roadways within the Specified Landfill; (7) provide for safe and orderly vehicular movements; and (8) develop and carry out a Specified Landfill-specific safety program, including employee training and periodic inspections, designed to implement the requirements of this Section.

(B) OSHA. The provision of the Operation Services by the Company shall at all times be in compliance with OSHA.

(C) Security. The City shall be responsible for the security of the Landfill, provided that the Company shall be responsible for the safe storage and security of Company equipment.

6.5. COMPLIANCE WITH APPLICABLE LAW. (A) Compliance Obligation. The Company shall perform all of its obligations hereunder in accordance with Applicable Law, and shall cause all Subcontractors to comply with Applicable Law. The Company shall comply with the terms of all governmental approvals applicable to the Landfill.

(B) Fines, Penalties and Remediation. Except to the extent excused by Uncontrollable Circumstances or City fault, in the event that the Company or any Subcontractor fails at any time to comply with Applicable Law, the Company shall, without limiting any other remedy available to the City upon such an occurrence and notwithstanding any other provision of the Service Contract: (1) immediately correct such failure and resume compliance with Applicable Law; (2) bear all loss-and-expense of the Company and the City resulting therefrom; (3) pay any resulting damages, fines, assessments, levies, impositions, penalties or other charges; (4) make all Improvements and changes in operating and management practices which are necessary to assure that the failure of compliance with Applicable Law will not recur; and (5) comply with any corrective action plan filed with or mandated by any Governmental Body in order to remedy a failure of the Company to comply with Applicable Law.

(C) No Nuisance. The Company shall ensure that the operation of the Specified Landfill does not create any odor, litter, noise, fugitive dust, vector or other adverse environmental effects constituting, with respect to each of the foregoing, a nuisance condition under Applicable Law. Should any such nuisance condition occur, the Company shall expeditiously remedy the condition, make all improvements and changes in operating and management practices necessary to prevent a recurrence of the nuisance condition, and indemnify and hold harmless the City from any loss-and-expense relating thereto in the manner provided in Section 13.3.

6.6. OPERATING GOVERNMENTAL APPROVALS. (A) Applications and Submittals. The City shall make all filings, applications and reports necessary to obtain and maintain all Governmental Approvals required to be made, obtained or maintained by or in the name of the City under Applicable Law in order to operate and maintain the Landfill. The Company shall: (1) develop and furnish all necessary supporting material; (2) supply all data and information which may be required; (3) familiarize itself with the terms and conditions of such Governmental Approvals; (4) attend all required meetings and hearings; and (5) take all other action necessary or otherwise reasonably requested by the City in order to assist and support the City in obtaining, maintaining, renewing, extending and complying with the terms of such Governmental Approvals.

(B) Non-Compliance and Enforcement. The Company shall report immediately to the City any inspections by any governmental agencies and all violations of the terms and conditions of any Governmental Approval or Applicable Law pertaining to the Landfill. The City shall have the right independently to enforce compliance with the requirements of any Governmental Approval regardless of whether a concurrent or different regulatory enforcement action has been undertaken by any other Governmental Body. The failure of the Company to comply with any Governmental Approval shall constitute a breach of the Service Contract as well as an event of noncompliance with the Governmental Approval.

(C) Reports to Governmental Bodies. Except as otherwise set forth herein, the Company shall prepare all periodic and annual reports, all information submittals and all notices to all Governmental Bodies required by all Governmental Approvals for submission by the City and under Applicable Law with respect to the Landfill.

(D) Potential Regulatory Change. The Company shall keep the City regularly apprised as to potential changes in regulatory requirements affecting the landfill industry and the Landfill, and provide recommended responses to such potential changes so as to mitigate any possible adverse economic impact on the City should a change in law actually occur. The Company shall participate in performance evaluation surveys conducted by the DENR and EPA.

6.7. PERIODIC REPORTS. (A) Monthly Meetings. The Company shall be required to hold monthly meetings with the City to review all aspects of the Operation Services. The Company shall make the Resident Landfill Superintendent available to meet with the City during the monthly meeting.

(B) Monthly Report. The Company shall keep accurate records of all transactions connected with the Service Contract including, but not limited to, all correspondence and invoices, transaction tickets, or receipts issued at the Landfill. The Company shall provide to the City, by the fifth day of each month, a report for the preceding month summarizing routine and extraordinary activities and monitoring results during the prior month and plans and schedules for future activities.

(C) Annual Operation and Maintenance Reports. The Company shall furnish the City, within 30 days after the end of each Contract Year, an annual summary of the information contained in the monthly operations reports. The Company shall also perform and report to the City, as part of its annual operations report, the results of a comprehensive performance evaluation which reviews and analyzes the administrative, operational and maintenance practices employed in the performance of the Operation Services.

6.8. EMERGENCIES. In the event of an emergency, including fire, weather, environmental, health, safety and other potential emergency conditions, the Company shall: (1) provide appropriate notifications to the City and all other Governmental Bodies having jurisdiction and shall facilitate coordinated emergency response actions by the City and all such other appropriate Governmental Bodies; (2) undertake all necessary spill prevention and response measures; (3) assure the timely availability of all personnel required to respond to any emergency (no later than two hours during nights, weekends or holidays); and (4) otherwise comply with the Service Contract. The Company's Safety and Security Plan shall be reviewed by the parties annually as part of the review of the annual operations report, and updated when necessary.

6.9. COMPANY SURVEY REQUIREMENTS. The Company shall perform a survey of Phase III of the Landfill each year to ensure that the lines and grades of the landfill cells are in compliance with Permit No. 41-12. The City shall be responsible for performing annual surveys required by Permit No. 41-12 and for reporting such survey results to DENR. The Company's survey shall be performed 6 months prior to the City's planned annual survey.

6.10. VEHICLES AND EQUIPMENT. (A) Generally. The type and minimum number of vehicles and equipment that will be used at the Landfill will be based on the Company's proposal and will be set forth in an Appendix to the Service Contract. As of the Contract Date, all vehicles and equipment scheduled for use at the Landfill, including backup equipment, must be new or in like-new condition (other than equipment purchased from the

City). All vehicles and equipment shall be maintained in a clean and presentable condition and stored in a location and manner so to minimize its visibility. Back up alarms shall be provided and maintained in proper working condition for all heavy landfill equipment. The Company shall provide all equipment required for any borrow operation, and for operation and maintenance of the Specified Landfill and any ancillary facilities in accordance with the Service Contract and the rules and regulations of the DENR.

(B) Maintenance. The Company shall be responsible for maintaining all vehicles and equipment in good working order and repair. Accordingly, the Company, at its sole expense, shall implement a vehicle and equipment maintenance and inspection program that is based on the manufacturers' recommendations for the specific vehicle or equipment item. The nature, scope and frequency of maintenance activities required for each vehicle and equipment item shall be documented as a section of the Landfill Operations Plan. The City reserves the right to conduct vehicle and equipment inspections at any time during the terms of the Service Contract to ensure that all vehicle and equipment items are accurately documented in the vehicle and equipment section of the Landfill Operations Plan, and that all vehicle and equipment items are mechanically safe and suitable for operation. At a minimum, the vehicle and equipment section of the Landfill Operations Plan shall include the following information for each vehicle and equipment item the Company proposes to use at the Landfill: (a) quantity; (b) description; (c) make, model and year; (d) size or capacity; (e) hours operated; (f) estimate remaining life; (g) estimate replacement cost; (h) maintenance and inspection requirements; and (i) leased or owned.

(C) Vehicle and Equipment Procurement. Any equipment lease entered by the Company for equipment necessary to perform the Operation Services shall be assignable to the City in the event of a termination or expiration of the Service Contract.

(D) Noise and Dust Reduction. All landfill equipment shall be provided with exhaust and muffler systems meeting or exceeding the original equipment manufacturer's specifications. The Company shall strive to minimize the generation and migration of nuisance noise, smoke, or dust beyond the property boundaries of the Landfill. The City reserves the right to reject use of equipment it deems to be a public nuisance.

6.11. FUEL STORAGE. The Company shall provide all fuel, fuel storage and dispensing facilities required for vehicles and equipment. The Company shall not have use of the City's fueling facilities.

6.12. INCLEMENT WEATHER OPERATIONS. Solid waste disposal operations shall be performed under all weather conditions. In the event of inclement weather, the Company shall be responsible for taking measures necessary (e.g. plowing) to allow for ingress and egress within the Specified Landfill. To minimize the adverse impact of wet weather on the Operation Services, provisions shall be made either to reserve a wet weather fill area readily accessible from the all-weather on-site road or to provide crushed stone or other suitable surfacing on the temporary on-site road leading from the all-weather road to the working face. In addition, an emergency stockpile of cover material sufficient to provide cover for at least five days, shall be maintained near the wet weather fill area. The supply of emergency cover material shall be

replenished as soon as weather and ground conditions permit. Surface runoff shall be diverted around the stockpile to prevent ponding of water on the landfill surface.

6.13. ENVIRONMENTAL COMPLIANCE MONITORING AND REPORTING. The City shall maintain responsibility for all environmental compliance monitoring and reporting including, but not limited to, NPDES stormwater monitoring and reporting, surface-to-air emissions monitoring and reporting, semi-annual groundwater compliance monitoring and reporting, and leachate testing (for discharge to sanitary sewer).

6.14. LANDFILL GAS AND LEACHATE.

(A) Landfill Gas. Landfill gas shall be controlled by minimizing the entry of moisture into the waste and by constructing an impermeable barrier around the sides of the landfill and application of compacted intermediate cover. The City shall be responsible for the monitoring and documentation of all gases as required. The Company shall be required to accommodate and not hinder City operations related to monitoring, maintaining, modifying or expanding the landfill gas system. In the event of system damage caused by the Company, the Company will be required to inform the City and either make necessary repairs or reimburse the City for cost of repairs at the discretion of the City. The Company acknowledges that the City will be the sole owner of Landfill gas rights during and after the Term.

(B) Leachate. The characteristics and amount of leachate generated in the landfill shall be controlled by limiting the amount of infiltration. Infiltration of precipitation into the Specified Landfill shall be minimized by providing adequate drainage at all times, by covering the solid waste daily, by covering areas of completed waste placement with 12” of compacted earth as intermediate cover, and by establishing grass on the intermediate cover to promote runoff of surface water which would otherwise infiltrate the soil cover. The Company shall develop a leachate management plan which complies with the requirements contained in the Landfill Permit, and includes, but is not limited to, the following: (1) minimization of infiltration into the landfill, (2) minimization of and corrective measures for leachate breakouts, and (3) routine inspection procedures for the leachate management system within the Specified Landfill area. The City shall be responsible for the actual cost incurred for leachate treatment, pre-treatment, transportation, and disposal, including the pumping, handling and other disposal costs for the Landfill during the Term.

6.15. COMPACTION. (A) Generally. After solid waste is discharged from vehicles, it shall be spread and inspected on the working face slope in layers not to exceed 2 feet in thickness. It shall then be compacted to maximize the Effective Waste Density. Effective Waste Density is calculated by dividing the amount (tons) of waste received and placed by the Company by the amount of airspace used (and then converting to pounds per cubic yard). Measurements of airspace will be calculated by use of an aerial survey. The City, at its discretion, will perform periodic measurements (surveys) to determine and track Effective Waste Density. Performance penalties associated with inability to achieve the Compaction Guarantee on an annual basis are provided in Section 7.2(A).

(B) Guarantee. The Company must compact waste to achieve a minimum Effective Waste Density of 1,400 lbs/cy (the “Compaction Guarantee”).

6.16. COVER MATERIAL. (A) Placement of Cover Material. Immediately prior to placement of cover material, the surface of the solid waste to be covered shall be leveled and compacted to the maximum extent practical. While the Company will be required to apply the specified thickness of cover material, care shall be taken to prevent the use of excessive cover material which would unnecessarily deplete the available soil resources and air space.

(B) Daily Cover. The Company shall employ the use of an approved Alternative Daily Cover material to minimize use of the City's soil resources. The Landfill Permit currently allows use of Posi-Shell as an alternative daily cover, however, the City does not currently utilize Posi-Shell in its operations nor does it have the materials and equipment to do so. At the end of each day, alternative daily cover shall be placed on all exposed solid waste. The material shall be compacted to meet all applicable federal and state laws and regulations governing solid waste management. The Company shall be allowed to utilize soil material for daily covering not exceeding 5% of the airspace used on an annual basis. Measurement of said usage will be the responsibility of the Company with verification by the City.

(C) Intermediate Cover. An intermediate cover of soil shall be placed on all surfaces of a cell where daily cover material will be exposed longer than 365 days or where it will be subjected to vehicle and equipment traffic. The cover shall have a compacted thickness of 12 inches. Intermediate cover will be seeded within 30 days after placement of the intermediate cover soil layer. Grass on intermediate cover shall be established and maintained. At a minimum, the top 6 inches of intermediate cover shall be stripped and used as daily cover on the working face of the succeeding lift. All areas of the intermediate cover shall be inspected monthly for the first year after it is installed and at least quarterly thereafter for evidence of cracked, eroded, or uneven surfaces. Damaged surfaces shall be promptly repaired, graded and seeded.

(D) Top of Lift. The top of each lift shall be graded and sloped for adequate drainage to prevent ponding of precipitation on the cover. Cover material shall be compacted in layers not to exceed 6 inches of compacted thickness.

(E) Additional Cover. The City agrees that, to the extent that the Landfill property does not contain sufficient soil for cover, the City agrees to obtain access for the Company to additional cover soil.

6.17. ODOR CONTROL. The Company shall employ whatever means necessary to minimize the generation and migration of nuisance odors from the Landfill not including improvements to the Landfill Gas Collection System. At a minimum, the Company shall provide complete and prompt covering of all solid waste on the day it is received at the Landfill. Additional odor control measures may include the use of alternate daily cover (*i.e.* tarps, Posi-Shell) and/or the use of odor control misters. Odor control measures using Posi-Shell may include the use of aromatic agents added during application.

6.18. SURFACE WATER MANAGEMENT. The landfill shall be operated to minimize drainage of surface water across exposed solid waste on the active working face. At all times when runoff from an area larger than one-half acre could flow across the active working face, a temporary diversion-berm shall be installed on the top of the lift upgradient from the

working face to divert surface runoff around the working face. The drainage area between the diversion-berm and the working face shall not exceed one-half acre. The diverted water shall be controlled so as to minimize erosion of landfill cover. Any erosion of cover shall be promptly repaired. Sections of temporary diversion berms that are no longer needed to protect the working face shall be promptly removed and the area occupied by the berm graded to promote uniform runoff of surface water and to minimize erosion.

6.19. EROSION AND SEDIMENT CONTROL. The Company shall take reasonable precautions to prevent the eroding of soil and sedimentation damage to the Landfill, surrounding water bodies, water courses, and adjacent property. The Company shall be liable for any damages resulting from insufficient erosion and sediment control measures. Sediment basins shall be cleaned on a rotating 3-year schedule or as needed to maintain proper operation of the Landfill. Erosion and sedimentation shall be controlled by construction and maintenance of drainage ways, and by seeding and effective erosion control measures – all in accordance with the requirement of the construction documents and the regulations of DENR. Erosion control fabric shall be used on slopes where seed is used for the establishment of grass cover. Turf reinforcement mat or erosion control matting shall be used by the Company. Straw mulch may also be used for erosion control purposes including the temporary use of straw bales to control localized washouts and rills until grass cover is established.

6.20. UTILITIES. The Company shall be responsible for all electricity necessary for the Maintenance Building. The City will pay for water (not including dust control or wash-down water) and sewer use at the Maintenance Building. The Company shall provide and pay for all other utilities necessary for the Operation Services.

6.21. TRAFFIC CONTROL. The Company shall provide and place signs and markers to indicate the direction to the area being filled and the traffic pattern to be observed. An attendant at the face of the fill shall check the type of wastes and direct the driver to the location where the load is to be deposited. Signs and markers shall be of substantial all weather type construction which can readily be relocated and shall be acceptable to the City.

ARTICLE VII

PERFORMANCE

7.1. LANDFILL PERFORMANCE GENERALLY. Reliance. The Company acknowledges that the City, in serving the solid waste disposal needs of the City, is providing an essential public service, and is relying on the performance by the Company of its obligations hereunder.

7.2. COMPACTION GUARANTEE. (A) Non-Performance. The Company is required to achieve the Compaction Guarantee described in Section 6.15(B). If the Company fails to meet the Compaction Guarantee in any year, then the City shall assess damages at the rate of \$20.00 per ton of Acceptable Waste that could have been placed in Phase III of the Landfill if the Compaction Guarantee had been met during such year. Damages shall be calculated and assessed at the beginning of every fiscal year, following determination of the Effective Waste Density.

(B) Calculation of Damages. The number of tons used in the damages calculations will be the difference between the tons of Acceptable Waste that could have been disposed of at the Landfill at the end of the most recent fiscal year if the Compaction Guarantee had been met, and the actual tons of Acceptable Waste disposed at Phase III of the Landfill during such fiscal year. The number of tons in the damage calculation will be determined as shown:

$$\text{Number of tons in the damage calculation} = \frac{[A - (T/C)] * C}{2,000}$$

Where:

- A = The cubic yards of airspace used in the fiscal year as determined by the annual aerial survey
- T = The total tons of Acceptable Waste disposed of at Phase III of the Landfill in the fiscal year multiplied by 2,000
- C = The Compaction Guarantee as described in Section 6.15(B)

The damage amount shall be paid by the Company to the City no later than thirty (30) days following determination of damages.

7.3. ENVIRONMENTAL GUARANTEE. The Company shall be required to perform the Operation Services in compliance with all applicable federal, State and local environmental laws, regulations, ordinances, rules, requirements, permits and other authorizations that affect the Operation Services, including any conditions or requirements imposed therein (collectively, the obligations hereunder are the “Environmental Guarantee”). If at any time the Company fails to meet the Environmental Guarantee, it shall immediately take any action necessary to remedy such failure (including, but not limited to, making all improvements and operating changes) and perform all retests at its sole cost and expense and shall pay any resulting damages and fines.

7.4. CITY REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE GUARANTEES. If the Company fails to comply with any performance guarantee, the Company shall, without relief under any other performance guarantee, and in addition to any other remedy provided herein or required by a Governmental Body: (1) promptly notify the City within 24 hours of any such non-compliance; (2) promptly provide the City within 24 hours with copies of any notices sent to or received from the EPA, the DENR or any other Governmental Body having regulatory jurisdiction with respect to any violations of Applicable Law; (3) pay liquidated damages in the amounts provided for herein; (4) pay any other resulting damages, fines, levies, assessments, impositions, penalties or other charges resulting therefrom; (5) take any action (including, without limitation, making all repairs and replacements and operating and management practices changes) necessary in order to comply with such Performance Guarantee, continue or resume performance hereunder and eliminate the cause of, and avoid or prevent the recurrence of non-compliance with such performance guarantee; (6) promptly prepare all public notifications required by Applicable Law, and submit such notifications for publication; and (7) assist the City with all public relations matters necessary to adequately address any public concern caused by such non-compliance, including but not limited to, preparation of press releases, attendance at press conferences, and participation in public information sessions and meetings.

ARTICLE VIII

LANDFILL MAINTENANCE

8.1. MAINTENANCE. Ordinary Maintenance. The Company shall perform the maintenance responsibility included in the Operation Services in accordance with the Contract Standards and applicable permit requirements including those established in the Landfill Operations Plan.

8.2. VECTOR CONTROL. The Company shall control insects, rodents and other vectors and birds by promptly covering exposed waste on all slopes with six inches of compacted earth. The Company shall maintain well-compacted lifts to effectively prevent vectors from emerging or burrowing into waste materials. In addition, the Company shall maintain a narrow working face and cover all un-worked area to minimize vector attraction. No insecticide is permitted to be applied without the prior written approval of the City.

8.3. DUST CONTROL. Whenever dusty conditions prevail, the unloading area and newly discharged solid waste shall be sprinkled with water as required to control dust. The paved on-site roads shall be swept on a daily basis, as needed. Other on-site roads and surfaced areas shall be treated with water to effectively control dust. All areas subject to traffic, including areas traversed by earth moving equipment in excavating, hauling, and spreading cover material, shall be sprinkled with water, if required, for dust control. The Company may obtain water from a hydrant at the Landfill identified by the City and shall pay the City for such water.

8.4. LITTER CONTROL. Portable litter screens or fencing shall be provided by the Company and shall be arranged downwind of the working face. The screens shall be kept as close to the working area as possible without unduly interfering with the landfill operations and shall be moved promptly when required by changes in wind direction or progress of the fill. Additional screens or alternate measures shall be employed by the Company as required to keep blowing litter from escaping the working area. The Company shall employ whatever means necessary to minimize the generation and migration of nuisance litter and debris throughout the entire Landfill on a daily basis. The cleanup and disposal of nuisance litter and debris shall be performed in accordance with State regulations and to a quality standard satisfactory to the City. All collected materials shall be disposed of in the landfill. Daily monitoring and cleanup of all on-site litter shall include, but not be limited to, the following critical areas: (1) the operations area including portable litter screens and fences; (2) all Landfill access/perimeter roads; (3) all swales, ditches, and stormwater control devices; (4) public roads used for solid waste hauling up to one-half mile away from the Landfill; and (5) others identified by City.

8.5. DRAINAGE WORKS. (A) Generally. Drainage work shall consist of furnishing all labor, equipment and materials necessary for the construction and maintenance of drainage ways at locations where drainage ways are necessary for removing surface runoff from the Landfill with minimal soil erosion. Adequate drainage ways to distribute runoff without ponding or erosion shall be provided during all stages of the landfill operation and for any portions of the landfill completed with intermediate cover or to final grades under the Service Contract.

(B) Interim Drainage Ways. Company shall have the option of using alternative materials and methods to maintain drainage ways to convey surface runoff down side slopes. Methods may include riprap channels, corrugated plastic pipe, lined channels, etc. Any alternative method used shall effectively convey landfill runoff down the slope of the landfill phases, prevent its entry into the solid waste, prevent erosion, cause no adverse environmental impact, be acceptable to the City, result in no additional cost to the City and comply with the Landfill Permit. Company may request to use alternate methods and materials in writing to the City. The City shall have the right to require the Company to modify the methods and materials used to accomplish the specified results.

(C) Grass Lined Drainage Ways. Grassed drainage ways shall be used on terraces to convey stormwater to interim down slope drainage ways. Soil suitable for supporting growth of vegetation in drainage ways shall be obtained from either onsite or offsite sources as part of the Service Contract. Grassed drainage ways shall be mowed regularly when the grass reaches a height of 8-inches and maintained to assure effective erosion control and flow capacity.

(D) Temporary Drainage Ways. The Company shall construct temporary, grassed lined drainage ways on top of the constructed, but unfilled cell area protective soil layer and on each “intermediate cover” terrace of the Landfill. The drainage ways shall be broad, shallow swales or flat-bottomed ditches with sufficient capacity to convey the runoff at a shallow depth and slow velocity to minimize erosion. Each temporary drainage-way shall be constructed as soon as possible after the landfill lift has been placed and shall be maintained until covered with the next lift of solid waste. Culverts shall be maintained to ensure full flow capacity at all times. Temporary culverts no longer required for operation of the landfill shall be removed and the grassed drainage way restored. If in sound condition, removed pipes may be reused for construction of temporary culverts.

(E) Riprap. Riprap shall be hard, durable rock that will not disintegrate upon exposure to the elements or be easily broken by handling, and shall be free from earth and other foreign materials. The unit weight of the riprap shall be at least 140 pounds per cubic foot. Riprap used for down drains shall range between 50 and 150 lbs, shall have a minimum dimension of 6 inches in any plane and a maximum of 12 inches. No riprap shall be used before review or approval of the designated source by the City.

(F) Corrugated Plastic Pipe. Corrugated plastic pipe shall be furnished and installed by the Company, as needed, complete with all jointing materials and accessories for stormwater and erosion control.

8.6. LANDFILL RETURN. Not later than ninety days prior to the expiration of the Service Contract, or concurrently with the termination resulting from an early termination of the Service Contract, the City shall conduct a final inspection of the Specified Landfill. The inspection shall include a physical inspection of the Specified Landfill to ensure that the Specified Landfill was maintained by the Company in accordance with the requirements in the Service Contract and is returned to the City in good working order. In the event the final inspection establishes a maintenance deficiency under this Section, the Company shall either remedy the deficiency or make a cash payment to the City sufficient to enable the City to remedy the deficiency.

ARTICLE IX

LANDFILL CLOSURE

9.1. LANDFILL CLOSURE. The City shall perform such services as are necessary to physically close the Landfill in accordance with Applicable Laws and the Governmental Approvals then in effect, including preparation of closure plans required by 15A NCAC 13B.1629.

9.2. COMPANY INTERMEDIATE COVER MAINTENANCE. The Company shall maintain intermediate and vegetative cover of the entire Phase III of the Landfill until the earlier of when (i) the entire Phase III of the Landfill reaches final grade or (ii) the Service Contract is terminated, at which time the City will take responsibility for final closure.

ARTICLE X

CAPITAL MODIFICATIONS

10.1. CAPITAL MODIFICATIONS DURING TERM. The Service Contract shall provide a mechanism that, to the extent permitted by law, will allow the City to request that the Company perform certain improvements or modifications to the Specified Landfill based upon terms and conditions to be agreed upon by the parties.

ARTICLE XI

SERVICE FEE AND OTHER PAYMENTS

11.1. SERVICE FEE. (A) Generally. From and after the Commencement Date, the City shall pay the Service Fee to the Company as compensation for the Company’s performing the Operation Services under the Service Contract. The Service Fee shall be calculated according to this Article.

(B) Compensation for All Services. Payment to the Company will be on a per ton basis of Acceptable Waste disposed at the Specified Landfill. The per ton fee payable to the Company for solid waste disposed at the Specified Landfill shall be inclusive of all other services provided by the Company as specified in the Service Contract.

(C) Computation of Service Fee. Compensation to the Company for any Billing Period shall be determined by computing the product(s) of the (i) the number of tons of Acceptable Waste disposed of at the Specified Landfill during such Billing Period which fall into an applicable monthly tonnage range(s) set forth below (“Tonnage Range(s)”) and, (ii) the applicable dollar per ton price payable in a Contract Year as set forth in Proposal Form 1 (the “Disposal Price”).

	Disposal Price	Tonnage Range
Calendar Year X	Rate A (\$ per ton)	5,000 tons up to 10,000 tons disposed
	Rate B (\$ per ton)	10,001 tons up to 15,000 tons disposed
	Rate C (\$ per ton)	15,001 tons up to 20,000 tons disposed
	Rate D (\$ per ton)	20,001 tons and above disposed

An example calculation is shown below, based on disposal of 18,000 tons during the tenth Billing Period of Calendar Year X:

(Rate C (\$ per ton) X 18,000) = Total Compensation due to Company for the Tenth Billing Period in Calendar Year X.

11.2. BILLING. Payments will be made to the Company on a Billing Period basis. The Company shall submit to the City on or before the 5th day of each month a request for payment for Acceptable Waste received at the Specified Landfill during the preceding month and accompanied by such data as the City may reasonably require. The City shall issue payment to the Company within 30 days from presentation to the City of request for payment.

11.3. BILLING STATEMENT DISPUTES. If the City disputes any amount billed by the Company, the City shall provide the Company with a written objection indicating the amount that is being disputed and providing all reasons then known to the City for its objection to or disagreement with such amount.

ARTICLE XII

DEFAULT, TERMINATION AND DISPUTE RESOLUTION

12.1. EVENTS OF DEFAULT BY THE COMPANY WITHOUT FURTHER NOTICE AND CURE OPPORTUNITY. Events of Default by the Company which will permit termination of the Service Contract without any additional notice and cure opportunity consist of:

- (1) failure to meet the Compaction Guarantee by more than 20% in any contract year;
- (2) failure to operate or the abandonment of the Specified Landfill;
- (3) failure to obtain and maintain the required security instruments;
- (4) default of the guarantor under the guaranty agreement, if applicable;
- (5) bankruptcy or insolvency (whether voluntary or involuntary) of the Company or guarantor;
- (6) failure or refusal of the Company to perform a material obligation under the Service Contract such that the failure or refusal constitutes a gross misfeasance of duty; and
- (7) failure to achieve the Commencement Date within 90 days following the Contract Date.

12.2. EVENTS OF DEFAULT BY THE COMPANY WITH NOTICE AND CURE OPPORTUNITY. Events of Default by the Company which will permit termination of the Service Contract only after notice and cure opportunity consist of: (1) failure to pay undisputed amounts owed the City within 60 days; and (2) failure to comply with the Service Contract other than as set forth in Section 12.1. The Company shall have a reasonable time period to cure such breaches, so long as it is diligently trying to achieve compliance.

12.3. EVENTS OF DEFAULT BY THE CITY. Events of Default by the City which will permit termination without notice and cure opportunity consist of: (1) voluntary bankruptcy of the City and (2) involuntary bankruptcy of the City. Events of Default by the City which will permit termination only with reasonable notice and cure opportunity consist of: (1) failure to comply with the Service Contract and (2) failure to pay or credit undisputed amounts owed the Company within 60 days.

12.4. OTHER TERMINATION RIGHTS.

(A) Convenience Termination. The City shall have the right at any time following the Contract Date, exercisable in its sole discretion, for its convenience and without cause including non-appropriation of funds by the City, to terminate the Service Contract upon 90 days' written notice to the Company. If the City exercises its right to terminate the Service Contract pursuant to this Section following the Commencement Date, the City shall pay the Company a

convenience termination fee to reimburse 100% of the substantiated costs reasonably incurred directly by the Company following the Contract Date (and which have not previously been recovered by the Company) which are directly related to the performance of its obligations under the Service Contract.

(B) Termination by Law. In the event that the agreement is terminated as a result of a successful legal challenge that would prevent the parties from performing under the agreement, each party shall bear its own costs and neither party shall have a remedy against the other.

12.5. FORUM FOR BINDING DISPUTE RESOLUTION. Judicial proceedings held in North Carolina state courts located in Guilford County will be the sole forum for binding dispute resolution.

12.6. NON-BINDING MEDIATION. Either party may request non-binding mediation of any dispute arising under the Service Contract prior to the initiation of any civil action. The non-requesting party may decline such a request in its sole discretion.

12.7. GOVERNING LAW. The Service Contract, including any amendments thereto, shall be governed by and construed in accordance with the applicable laws of the State of North Carolina.

ARTICLE XIII

REQUIRED INSURANCE, UNCONTROLLABLE CIRCUMSTANCES AND INDEMNIFICATION

13.1. REQUIRED INSURANCE. At all times during the Term, the Company shall obtain and maintain required insurance. Required Insurance shall include those coverages set forth in Appendix B hereto.

13.2. UNCONTROLLABLE CIRCUMSTANCES. Except as expressly provided under the terms of the Service Contract, neither party to the Service Contract will be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it is caused by Uncontrollable Circumstances. The non-performing party shall diligently attempt to mitigate any such circumstance and shall notify the other party of the extent and anticipated duration.

13.3. INDEMNIFICATION. The Company shall indemnify, defend and hold harmless the City, and its appointive officers, directors, representatives, agents and employees, from and against any and all loss and expense arising from or in connection with, or alleged to arise from or in connection with, any failure by the Company to perform its obligations under the Service Contract; the negligence or willful misconduct of the Company or any of its officers, directors, employees, representatives, agents or subcontractors in connection with the Service Contract; Company fault; or the performance of the Company's obligations under the Service Contract. The Company's indemnity obligations shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Company which is intended to respond to such events.

ARTICLE XIV

SECURITY FOR PERFORMANCE

14.1. GUARANTY. As part of the security for performance, the Company may be required to cause the guaranty Agreement to be provided by the guarantor. The guaranty agreement will provide that the guarantor shall absolutely, presently, irrevocably and unconditionally guaranty to the City all of the Company's obligations performed under the Service Contract.

14.2. CONTRACT SECURITY: OPERATIONS BOND. On or before the Commencement Date, the Company shall provide to the City an operations performance bond, in the amount of \$5,000,000, in a form acceptable to the City. The operations performance bond shall secure performance of the Company's obligations and shall remain in effect for one year following the expiration of the Service Contract. The surety issuing the operations performance bond shall be acceptable to the City, and limited to those companies authorized to transact business in the state of North Carolina, having a resident agent in the state of North Carolina and meeting the following requirements and/or limits: surety shall be rated "A+" as to management and "FSC XV" or better as to the strength by Best's Insurance Guide; the bond shall contain any applicable provisions required by Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina. Such operations performance bond shall be furnished in addition to a guaranty agreement , if applicable. The City reserves the right to consider other forms of security.

ARTICLE XV

GENERAL

15.1. ASSIGNMENT OF SERVICE CONTRACT. The Service Contract may be assigned by the Company only with the prior written consent of the City.

15.2. SUBCONTRACTORS. The City will have the right to approve all subcontractors hired by the Company to perform work costing in excess of \$50,000 per year. In no event shall any subcontract be awarded to any person debarred, suspended or disqualified from local, State or federal contracting for any service similar in scope to services contemplated herein.

15.3. ACTIONS OF THE CITY IN ITS GOVERNMENTAL CAPACITY. Nothing in the Service Contract shall be interpreted as limiting the rights and obligations of the City in its governmental or regulatory capacity, or as limiting the right of the Company to bring any action against the City, not based on the Service Contract, arising out of any act or omission of the City in its governmental or regulatory capacity. The City retains all issuance and approval rights it has under Applicable Law with respect to any Governmental Approval required with respect to the Contract Services and none of such rights shall be deemed to be waived, modified or amended as a consequence of the execution of the Service Contract.

15.4. INDEPENDENT CONTRACTOR. The Company is an independent contractor and not an employee or agent of the City, and shall retain the right to exercise full and exclusive control and supervision over its employees, their compensation, and their discharge except as otherwise provided in the Service Contract. The Company's employees shall not be considered employees of the City, and The Company shall be solely responsible for all matters relating to the payment of employee taxes and insurance contributions. The Company shall be fully responsible for its acts and those of its employees during the term of the Service Contract. Nothing in the Service Contract shall be construed as creating a partnership, agency, joint venture, or other similar relationship with the City, and the Company shall conduct all its work in its own name and not in the name of or as agent for the City.

15.5. EQUAL EMPLOYMENT OPPORTUNITY. The Company agrees that in the performance of the services in the Service Contract, it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex race, color, religion, national origin, handicap or disability. The Company shall fully comply with all applicable local, state, and federal laws.

15.6. RIGHT TO INSPECT. The City shall, at all reasonable times, have access to and the right to inspect, audit, examine, and copy all such books, records, and other documents of the Company for the purpose of ensuring compliance with the terms of the Service Contract for the current fiscal year plus five years.

15.7. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of the Service Contract is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent

provision and such holding shall not affect the validity of the remaining portions of the Service Contract, except as provided for in Chapter 25 of the Greensboro Code of Ordinance.

15.8. PUBLIC RECORDS. This Service Contract is a “public record” and shall be subject to public disclosure consistent with Chapter 132 of the North Carolina General Statutes. Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the City is not public information and will not be released to the public by the City. Company must claim any applicable exemptions to disclosure provided by law at the time the information, document, recording, photograph, electronic data-processing record, or any other type of information that may constitute a public record under Chapter 132 of the North Carolina General Statutes is given or transmitted to the City or in any other way received by the City. Company must identify materials to be protected by placing the materials in a separate, sealed envelope appropriately marked as CONFIDENTIAL INFORMATION – CITY REVIEW ONLY and must state the reasons why such exclusion from public disclosure is necessary and legal.

The City will notify the Company of any public records request for the information or materials the Company has marked as CONFIDENTIAL, and if the Company objects to the City disclosing any of the records responsive to the request, the Company will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, if and only if, the Company immediately enters an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which the Company objected. The Company agrees to indemnify, save harmless, and pay any and all attorney’s fees incurred by the City, and any attorney’s fees the City is ordered to pay to any person(s) or organization(s) as a result of the Company’s objection to the release of these records. The Company will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of the Company’s objection to the release of the records requested pursuant to the North Carolina Public Records Act.

15.9. DRUG-FREE WORKPLACE. A drug-free workplace is required of proposers. Proposers must include in their proposal responses an executed Drug-Free Workplace certification form, located in Section 4 of this RFP.

15.10. PRIVATE BUSINESS USE RESTRICTIONS. It is the intent of the City and the Company that the Service Contract shall be construed and applied so as to constitute a management contract that does not result in private business use of property financed by the City within the meaning and intent of the applicable regulations and rulings of the Internal Revenue Service and, specifically, that the Service Contract be construed to comply with the management contract guidelines set forth in Revenue Procedure 97-13.

15.11. CONFLICT OF INTEREST. All proposers must comply with the City’s Conflict of Interest Policy which is included below in its entirety:

CITY OF GREENSBORO CONFLICT OF INTEREST POLICY

1.0 POLICY

It is the policy of the City of Greensboro to prohibit its officers, employees, or agents from participating in the selection, award, or administration of any contract where a conflict of interest is involved or may exist, whether real or apparent.

2.0 PURPOSE

It is essential for the City of Greensboro's officers, employees, and agents to remain free from all conflicts of interest, whether real or apparent, in order for the City to maintain the public trust of its citizens. Additionally, Section 4.131 of the City Charter and North Carolina State law prohibits City officers, employees and agents from voting upon or otherwise participating in the selection, award, or administration of contracts in which they have a direct or indirect financial interest.

As a condition of receiving federal and state grant funds, the City is required to have a Conflict of Interest policy that specifies certain conditions that necessitates a finding that a conflict of interest exists. This policy addresses these concerns and complies with all applicable federal and state conflict of interest laws.

3.0 SCOPE

This policy applies to all City officers, employees, or agents as well as sub-grantees or sub-recipients of any federal or state funds received from the City. No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or city funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-

agreements except as may be allowed in the City's Gift Policy, B-20.

4.0 DEFINITIONS

4.1 Officer - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.

4.2 Employee - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.

4.3 Agent - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

5.0 ORGANIZATIONAL RULES

5.1 In order for the City to maintain the public trust of the citizens it serves, it is essential for the officers, employees, and agents of the City of Greensboro to remain free from all conflicts of interest, whether real or apparent.

6.0 PROCEDURES

6.1 If any officer, employee, or agent of the City has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy or has knowledge that another officer, employee, or agent of the City has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy, that person is required to report to their immediate supervisor or other management official in their reporting relationship all of the facts and circumstances concerning the conflict in as much detail as possible. This report should identify (i) the party or parties involved, (ii) the contract involved (iii) the nature of the conflict, and (iv) any other relevant facts and circumstances concerning the conflict.

If any officer, employee, or agent of a sub-grantee or sub-recipient of any federal, state, or city funds has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy or has knowledge that another officer, employee, or agent of a sub-grantee or sub-recipient of any federal, state, or city funds has a

potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy, that person is required to report to their immediate supervisor or other management official in their reporting relationship and the City's contact person for that particular grant all of the facts and circumstances concerning the conflict in as much detail as possible. This report should identify (i) the party or parties involved, (ii) the contract involved, (iii) the nature of the conflict, and (iv) any other relevant facts and circumstances concerning the conflict.

APPENDIX A

DEFINITIONS

“Acceptable Waste” means Municipal Solid Waste and any other solid waste that the Landfill is permitted to accept as of the Contract Date, and any other wastes that the System is permitted to accept in the future upon mutual consent of the parties.

“Applicable Law” means any law, rule, regulation, requirement, guideline having the force of law, permit, Governmental Approval ordinance or order, of any federal, state or local agency, court or other governmental body having jurisdiction, applicable from time to time to the Operation Services or any other transaction or matter contemplated in the Service Contract.

“Billing Period” shall be a calendar month.

“Bypass Acceptable Waste” has the meaning found in section 5.2(A).

“Commencement Date” means the first date on which all of the Transition Period responsibilities of the Company shall be satisfied or waived, as agreed to in writing by the parties.

“Compaction Guarantee” shall have the meaning set forth in subsection 6.15(B).

“Contract Date” means the date the Service Contract is executed and delivered by the parties.

“Contract Standards” means the standards, terms, conditions, methods, techniques and practices imposed or required by: (1) Applicable Law; (2) good engineering and construction practice; (3) good industry practice; (4) applicable operation and maintenance manuals; (5) applicable equipment manufacturers’ specifications; (6) applicable Insurance Requirements; and (7) any other standard, term, condition or requirement specifically provided in the Service Contract to be observed by the Company.

“Effective Waste Density” shall have the meaning set forth in Section 6.15.

“Governmental Approval” means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Landfill or the performance of any obligation under this Service Contract or the matters covered hereby.

“Governmental Body” means any federal, state, city, town or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body.

“Hazardous Waste” means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation, “hazardous substance” as defined under

CERCLA and “hazardous waste” as defined under RCRA; provided, however, that household hazardous waste shall not constitute Hazardous Waste as long as such wastes are exempt from Hazardous Waste regulation under Applicable Law. Hazardous Waste shall include radioactive materials.

“Landfill” means the City’s White Street Landfill identified in DENR Permit No. 41-12.

“Landfill Operations Plan” means the operations and maintenance information contained in the Landfill’s permit documents as updated by the Company.

“Landfill Permit” means the DENR permit No. 41-12 issued for the Landfill.

“Maintenance Building” means the City-owned maintenance building located at the Landfill as shown in Appendix C.

“Municipal Solid Waste” or “MSW” means any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

“Operation Services” has the meaning set forth in Appendix C hereto.

“Phase III” means Phase III of the Landfill as identified in Appendix C.

“Rejection Rights” has the meaning found in section 5.2(A).

“Required Insurance” means the insurance specified in Appendix B.

“Resident Landfill Superintendent” shall have the meaning set forth in subsection 6.2(B).

“Safety and Security Plan” means the plan to be prepared by the Company which shall address at a minimum those matters set forth in Section 6.8.

“Specified Landfill” means that portion of the Landfill described in Appendix C at which the Company shall have access to perform its Operation Services including but not limited to Phase III and the Maintenance Building.

“Staffing Plan” means the staffing plan contained in the Company’s proposal.

“Ton” means a short ton of 2,000 lbs.

“Transition Period” means the time period after the Contract Date and prior to the Commencement Date.

“Unacceptable Waste” means solid waste that does not constitute Acceptable Waste, including Hazardous Waste.

“Uncontrollable Circumstances” means any act, event or condition, whether affecting the City or the Company to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement, if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent action or inaction of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party.

It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances:

- (1) any act, event or circumstance that would not have occurred if the affected party had complied with its obligations hereunder;
- (2) general economic conditions, interest or inflation rates, or currency fluctuations;
- (3) changes in the financial condition of the City, the Company, the guarantor, or their affiliates or subcontractors affecting the ability to perform their respective obligations;
- (4) the consequences of error, negligent or omissions by the Company, the guarantor, any subcontractor, any of their affiliates or any other person in the performance of the Contract Services;
- (5) weather conditions normal for the City (not including extraordinary conditions such as a hurricane or tornado);
- (6) any act, event, circumstance or change in law occurring outside of the United States;
- (7) a change in law pertaining to taxes except sales taxes;
- (8) union work rules, requirements or demands which have the effect of increasing the number of employees at the Landfill or otherwise increase the cost to the Company of performing its Operations Services;
- (9) density or moisture content of Acceptable Waste delivered to the Landfill;
- (10) the quantity of Acceptable Waste delivered to the Landfill; and
- (11) strikes, work stoppages or other labor disputes or disturbances by employees of the Company, an affiliate, contractor, subcontractor, or any of their affiliates.

APPENDIX B

INSURANCE REQUIREMENTS

- (1) The Company must maintain insurance policies at all times throughout the term of the contract with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 500,000
General Liability	\$5,000,000 per occurrence /\$10,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$5,000,000 per occurrence/\$10,000,000 aggregate
Pollution & Environmental Liability	\$5,000,000 per occurrence/\$10,000,000 aggregate
Property Damage	\$5,000,000 per occurrence/\$10,000,000 aggregate

- (2) The Company must provide the City with a Certificate of Insurance for review prior to the issuance of any contract. This should be an ACORD form (example can be provided). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the selected proposer will provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the proposer to provide such notice, the proposer will be solely responsible for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the selected proposer for each subsequent renewal period of the contract.
- (3) The City shall be added as an additional insured on the selected proposer's general liability and pollution and environmental liability insurance policies, which shall be primary and not contributory to any other insurance that may be available to the City. The Pollution and Environmental Liability policies must be maintained in full force and effect with the City as an additional insured for three years after the termination of the contract. The proposer will also secure its general liability insurance from an "A" rated insurance company acceptable to the City. The proposer will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the proposer fails to maintain

and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.

APPENDIX C

OPERATION SERVICES

“Operation Services” means everything required to be furnished and done for and relating to the disposal of waste by the Company at the Specified Landfill pursuant to the Service Contract. Operation Services include the employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, disposal, insurance, delivery and other things and kinds of services whatsoever necessary for the full performance of the Company’s operation, maintenance, repair, replacement, management, monitoring and related obligations under the Service Contract, and all of the Company’s administrative, accounting recordkeeping, reporting, notification and similar responsibilities of every kind whatsoever under the service contract pertaining to such obligations.

The Company will dispose of all municipal solid waste delivered pursuant to the Service Contract in the lined Phase III Landfill as shown on Figure 1 (attached) in accordance with North Carolina Department of Environment and Natural Resource (NCDENR) Permit No. 41-12 and all corresponding documentation.

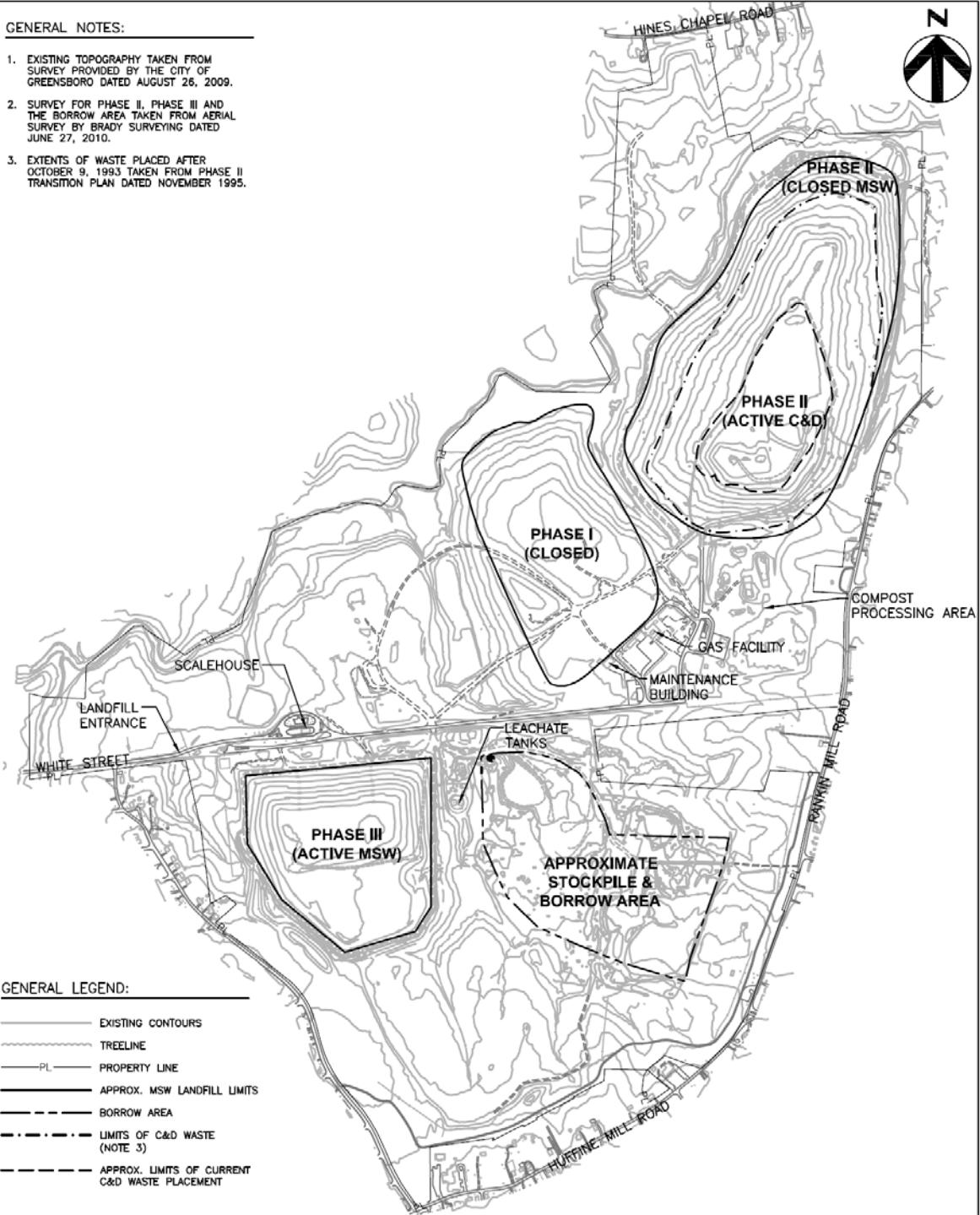
Should the City accept the additive alternate proposal, the Company will dispose of all construction and demolition waste delivered per the Service Contract in the Phase II active landfill area as shown on Figure 1 in accordance with NCDENR Permit No. 41-03 and all corresponding documentation.

The Company will be allowed access to the soil stockpile and borrow area as shown on Figure 1, to obtain soil material required for operation of the Phase II and III landfill areas. The Company will be responsible for maintaining any areas utilized for operations in accordance with the Service Contract.

The Company shall have the use of the Maintenance Building as shown on Figure 1, for the purposes of equipment repair and employee assembly. The facility includes a break room, restroom, superintendent’s office, three (3) bays for equipment repair and sufficient storage for equipment parts and supplies. The City reserves the right to utilize one of the three bays for maintenance and repair at its convenience, as well as some of the equipment that will remain, including air compressors and equipment lifts. Both parties shall exercise cooperation in the coordination of use of the facility. The Company will be responsible for maintaining the Maintenance Building and equipment in accordance with the Contract Standards.

GENERAL NOTES:

1. EXISTING TOPOGRAPHY TAKEN FROM SURVEY PROVIDED BY THE CITY OF GREENSBORO DATED AUGUST 26, 2009.
2. SURVEY FOR PHASE II, PHASE III AND THE BORROW AREA TAKEN FROM AERIAL SURVEY BY BRADY SURVEYING DATED JUNE 27, 2010.
3. EXTENTS OF WASTE PLACED AFTER OCTOBER 9, 1993 TAKEN FROM PHASE II TRANSITION PLAN DATED NOVEMBER 1995.



HDR
 HDR Engineering, Inc.
 of the Carolinas
N.C.B.E.L.S. License Number F-9116
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WHITE STREET LANDFILL
OVERALL SITE PLAN
 SCALE 1" = 1200'

DATE	JUNE 2011
FIGURE	1